

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NUMBER S-4-S3-41-41-B00 000		PAGE 1 OF							
2. CONTRACT NO.		3. AWARD.EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER  TIRNO-05-R-00005			6. SOLICITATION ISSUE DATE 12/14/2004						
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDY SHIN				b. TELEPHONE NUMBER ( <i>No collect calls</i> )  202-283-1303			8. OFFER DUE DATE/ LOCAL TIME 01/13/2005 10:00 am						
9. ISSUED BY  INTERNAL REVENUE SERVICE OFFICE OF PROCUREMENT OPERATIONS SUPPORT CONTRACTS BRANCH (OS:A:P:O:S) 6009 OXON HILL ROAD OXON HILL, MD 20745				CODE		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a.THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS  Discount:        % Days: Net Due:					
15. DELIVER TO  Internal Revenue Service OS:A:P:O:S 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745				CODE		16. ADMINISTERED BY  INTERNAL REVENUE SERVICE OFFICE OF PROCUREMENT OPERATIONS SUPPORT CONTRACTS BRANCH (OS:A:P:O:S) 6009 OXON HILL ROAD OXON HILL, MD 20745									
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  IRS Beckley Finance Center P.O. Box 9002 Tel: (304) 256-6000 Beckley, WV 25802									
TELEPHONE NO.  <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT			
(Use Reverse and/or Attach Additional Sheets as Necessary)															
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT ( <i>For Govt. Use Only</i> )					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.										ADDENDA ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>4</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.										<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____. OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR										31a. UNITED STATES OF AMERICA ( <i>SIGNATURE OF CONTRACTING OFFICER</i> )					
30b. NAME AND TITLE OF SIGNER ( <i>TYPE OR PRINT</i> )				30c. DATED SIGNED				31b NAME OF CONTRACTING OFFICER ( <i>TYPE OR PRINT</i> )				31c. DATE SIGNED			
								JOE GREGORY							

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT (US\$)
	(CONTINUE)				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED      ☐ INSPECTED      ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35.AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39.S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42.a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT ( <i>Location</i> )		
			42.c DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

STANDARD FORM 1449 (REV. 4 / 2002) BACK

## ***TABLE OF CONTENTS***

<b>SECTION I--STATEMENT OF WORK .....</b>	<b>4</b>
SOW ATTACHMENT A: LAW ENFORCEMENT PACKAGE .....	11
SOW ATTACHMENT B: IRS ORGANIZATIONAL STRUCTURE .....	12
SOW ATTACHMENT C: SECTION 508 OF THE REHABILITATION ACT .....	14
SOW ATTACHMENT D--REPRESENTATIVE TASK ORDERS .....	29
D.1--TELEPHONE NUMBER RESEARCH .....	29
D.2--ADDRESS RESEARCH .....	35
D.3--NATIONAL RESEARCH PROGRAM (NRP) PUBLIC RECORDS SEARCH .....	41
D.4--EXAM CASE BUILDING REQUIREMENT .....	47
D.5--MARITAL STATUS RESEARCH .....	51
SOW ATTACHMENT E.1--PHYSICAL SECURITY REQUIREMENT .....	57
SOW ATTACHMENT E.2--COMPUTER SECURITY REQUIREMENT .....	60
SOW ATTACHMENT E.3--PHYSICAL AND COMPUTER SECURITY REPORTING REQUIREMENT .....	62
SOW ATTACHMENT F: GLOSSARY .....	66
<b>SECTION II--CONTRACT LINE ITEM PRICES .....</b>	<b>69</b>
<b>SECTION III-- CONTRACT CLAUSES.....</b>	<b>79</b>
<b>SECTION IV-- INSTRUCTIONS AND EVALUATION FACTORS .....</b>	<b>100</b>
<b>SECTION V--REPRESENTATIONS &amp; CERTIFICATIONS .....</b>	<b>117</b>
<b>SECTION VI--SOLICITATION EXHIBITS .....</b>	<b>129</b>
EXHIBIT A--SUBCONTRACTING PLAN OUTLINE .....	129
EXHIBIT B--RELEVANT EXPERIENCE AND PAST PERFORMANCE QUESTIONNAIRE .....	138
EXHIBIT C--ELECTRONIC & INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS EVALUATION SPREADSHEET .....	140

## SECTION I--STATEMENT OF WORK

### 1. DESCRIPTION OF ELECTRONIC RESEARCH SYSTEM

#### 1.1. Executive Summary

- 1.1.1. The Internal Revenue Service (IRS) has a wide range of diverse users with different and unique asset locator requirements. The primary objective of this Statement of Work (SOW) is to acquire electronic asset locator services that provide a powerful tax administration tool for IRS by ensuring that a majority of its research requirements is satisfied.
- 1.1.2. The IRS began implementing a national strategy for delivering electronic research materials to employees in 1999. The strategy, which includes national coordination and national standardization, is intended to improve access to commercial electronic research, provide products tailored to Internal Revenue Service needs, and maximize the benefit of available resources. The IRS's continuing vision is an enterprise solution for providing consistent, standardized research materials to employees throughout IRS.
- 1.1.3. Two award groups have been delineated to ensure that this vision is met. The first award group consists of the online research package. It will provide online research tools to all IRS employees needing this type of service (hereinafter called the "General Package"); and will also include law enforcement data (see Section I--SOW Attachment A: LAW ENFORCEMENT PACKAGE) to employees in the Criminal Investigation function (herein after called the "Law Enforcement Package"). The second award group is for batch processing.

### 2. CURRENT STATE OF OPERATIONS

- 2.1. The IRS has largely standardized their end-user computer workstations and operating systems. Most employees have computers with Intel Pentium 4 powered processors running Windows XP, but there are still some machines using the Windows NT operating system.
- 2.2. Virtually all IRS employees have web-based access to their respective Intranets. In addition, most of those employees have Internet access. Internet access is through a firewall.
- 2.3. A web-browser currently serves as the end-user interface for much of the electronic research conducted. (A proprietary software product is also used by some employees.) Most employees access web-based information with various editions of Microsoft's Internet Explorer 6.0. We anticipate this access will continue throughout the life of this contract.
- 2.4. IRS users working offsite also access information by dialing into the IRS network using secure dial-in (SDI) or through a virtual private network (VPN). As the SDI and VPN capabilities are enhanced, users working in the field or from home will increasingly use these methods of access.
- 2.5. The IRS workforce consists of approximately 114,605 fulltime, part-time and seasonal employees. The frequency of access and the extent of the sources needed to satisfy their research requirements vary considerably depending on the job series and assigned workload of these employees. The following table reflects the breakdown for the current number of Electronic Asset Locator Services (EAS) users, by function.

Divisions and Functions	EAS Users
Large and Mid-Size Business (LMSB)	2,500
Small Business/Self-Employed (SB/SE)	20,000
Tax Exempt and Government Entities (TE/GE)	665
Wage and Investment (W&I)	600
Taxpayer Advocate Service (TAS)	125
Chief Counsel (CC)	1,000
Criminal Investigation (CI)	3,000
Appeals (AP)	750
IRS Totals	28,640

- 2.6. SOW Attachment B: IRS Organizational Structure, defines the roles of each of the organizational divisions and functions.

### 3. Online Research Package

#### 3.1. Description of Data

- 3.1.1. The following databases are mandatory and shall be supplied by the Contractor:

- 3.1.1.1. Aircraft
- 3.1.1.2. Bankruptcy data
- 3.1.1.3. Coast Guard data
- 3.1.1.4. Corporate officer/principal data and corporate asset data
- 3.1.1.5. Credit Bureau Header data, including last three addresses
- 3.1.1.6. Date of birth
- 3.1.1.7. Fictitious Business Names
- 3.1.1.8. Judgments
- 3.1.1.9. Liens
- 3.1.1.10. Real property records including Grantee/Grantor, historical record and tax assessor data
- 3.1.1.11. Secretary of State/State Corporation Commission data
- 3.1.1.12. Securities and Exchange Commission (SEC) data
- 3.1.1.13. Social Security Administration Master Death File
- 3.1.1.14. State Department of Motor Vehicle records
- 3.1.1.15. UCC filings
- 3.1.1.16. The contractor shall enumerate the additional databases that will be made available to Criminal Investigation through the law enforcement award group.

- 3.1.2. The following databases are not mandatory, but have been deemed as highly desirable:

- 3.1.2.1. Additional business information sources
- 3.1.2.2. AKA and Alias name use information
- 3.1.2.3. All remaining real property records not enumerated in the mandatory section
- 3.1.2.4. Automated Valuation Model (AVM) for real estate and real estate comparables within geographic neighborhood
- 3.1.2.5. Business credit report information
- 3.1.2.6. Copyrights and trademarks
- 3.1.2.7. Court docket and settlement information
- 3.1.2.8. Department of Motor Vehicles lien information
- 3.1.2.9. Federal Aviation Administration data
- 3.1.2.10. Foreign corporation information data
- 3.1.2.11. Information provided by local governments on licenses, subcontractors and certifications
- 3.1.2.12. Information related to Limited Liability Companies (LLC)
- 3.1.2.13. Information on 10K filings
- 3.1.2.14. International asset and locator information
- 3.1.2.15. Leased vehicle information
- 3.1.2.16. Limited Liability Partnerships (LLP) and general partnerships
- 3.1.2.17. Marriage and divorce data
- 3.1.2.18. Nationwide phone directory
- 3.1.2.19. Prison inmate data
- 3.1.2.20. State Employment Commission records
- 3.1.2.21. Utility locator information for addresses
- 3.1.2.22. Watercraft registered at state agencies, including Department of Motor Vehicles

#### 3.2. Technical Requirements

- 3.2.1. System access shall be available via the Internet:

- 3.2.1.1. The IRS requires secure access to a commercial web-server maintained by the Contractor.
- 3.2.1.2. The product shall be accessible using standard web browser software.
- 3.2.1.3. The Contractor shall ensure that web-based services eliminate security concerns regarding the use of Java applets or similar client-side processing. It should be noted that ActiveX is not compatible with IRS systems.

- 3.2.2. Contractor shall ensure and certify that the products provided both at award and throughout the life of this contract comply with Section 508 of the Rehabilitation Act of 1973 (as amended) --See SOW Attachment C: SECTION 508 OF THE REHABILITATION ACT.
- 3.2.3. It is highly desirable to have the ability to run a predictive collectibility model for individuals and/or businesses. Data returned must be customized to meet IRS needs. Data formats may be in the form of but not limited to comma delineated, spreadsheet, ASCII flat file, Access database and XML.
- 3.2.4. All databases that are available at the time of contract award shall be continuously available throughout the life of the contract unless such information is withdrawn from the public domain.
- 3.3. Additional Features
  - 3.3.1. This product shall allow the following types of searches:
    - 3.3.1.1. Online, Real-time, Interactive searches using a template input
    - 3.3.1.2. Online interactive batch searches that allow the user to input multiple search requests for processing
  - 3.3.2. The Contractor shall provide a menu-based search system that allows for customization of information available for specific user groups. It is highly desirable that this search system:
    - 3.3.2.1. Searches multiple databases concurrently
    - 3.3.2.2. Automatically incorporates business name associations into each search
    - 3.3.2.3. Links to free websites
    - 3.3.2.4. Allows user to customize searches to eliminate unwanted data
    - 3.3.2.5. Allows user to store reports
    - 3.3.2.6. Provides the date the information supplied was last updated from the data source
    - 3.3.2.7. Allows the user to free text search across the database (e.g. Boolean, terms and connectors, etc.)
  - 3.3.3. The product shall have an on-line Help feature.
  - 3.3.4. The Contractor shall provide the user with the ability to enter a case reference as defined by the user. This field may be used to capture taxpayer identification number (TIN) or other pertinent identifiers.
  - 3.3.5. The Contractor shall provide the users with the ability to use the results of one search as input for another search without requiring the retyping or “cutting and pasting” of the information from one location to another (e.g. hot-keys”, “hyperlinks”, etc.).
  - 3.3.6. The Contractor shall provide the user with the ability to print findings and reports without leaving the system connection.
  - 3.3.7. The Contractor shall provide the user with the ability to save any user-selected reports in a text format.
  - 3.3.8. The Contractor shall provide the user with the ability to electronically access and retrieve a printable search trail for the current online session. This search trail will provide the user with a log of searches made during the current session.
  - 3.3.9. Future enhancements (products and services) provided to the Contractor’s commercial customers at no cost shall accrue to the government at no cost. Future enhancements (products and services) provided to the Contractor’s commercial customers at an additional charge shall be offered to the government at a rate equal to or less than the commercial rate. The government reserves the right to accept or reject the enhancement.

#### 4. BATCH PROCESSING PACKAGE

- 4.1. The contractor shall develop Off-line delayed batch searches at the request of the IRS on an as needed basis. The work will be defined and issued at the task order level. Separate price negotiations shall be conducted for any newly developed batch jobs and their related training (if required).
- 4.2. The contractor shall support the following ongoing batch processing projects:

- Telephone Number Research (TNR)(see SOW Attachment D.1);
- Address Research (ADR)(see SOW Attachment D.2);
- National Research Program (NRP)(see SOW Attachment D.3);
- Exam Case Building requirements (see SOW Attachment D.4);

Marital Status Research (see SOW Attachment D.5).

Included in Section I--SOW, Attachments D.1 through D.5 are representative tasks for each of these five batch processing project. The representative tasks are included to convey the likely tasks as the work is currently envisioned. However, these tasks may or may not be issued during the life of this contract or may be modified over time.

## 5. PHYSICAL AND COMPUTER SECURITY OF FEDERAL TAX INFORMATION

- 5.1. The Contractor shall submit an electronic and hardcopy of its physical and computer security plan within 10 days of contract award for Government review and approval. The Contractor shall revise the plan as necessary for final review and approval by the Government. The Contractor shall submit the revised plan to the COTR within five (5) calendar days.
- 5.2. The Contractor shall provide security measures to protect sensitive but unclassified (SBU) data from unauthorized access during duty and non-duty hours. At a minimum, IRS requires the following:
  - 5.2.1. SBU data shall be used only in an area that is restricted or secured or in a security room. (See SOW Attachment E.1--PHYSICAL SECURITY REQUIREMENT for more information.)
  - 5.2.2. When not in use or during off-duty hours, SBU data in hard copy format (e.g., paper or diskette) shall be stored in locked containers. Additionally, the locked container shall be located in a locked or secured area during non-duty hours.
  - 5.2.3. All computer systems receiving, processing, storing, or transmitting sensitive but unclassified information, shall have the following minimum security standards: (see SOW Attachment E.2--COMPUTER SECURITY REQUIREMENT for more information.)
    - 5.2.3.1. Security Policy- Define allowed users and rules of access. The policy shall also provide for clearance of all protected information on objects before they are allocated out of or into the system, i.e., object reuse.
    - 5.2.3.2. Accountability - Computer systems shall be secured from unauthorized access. All security features (audit trails, identification/authentication) shall be available and activated to prevent unauthorized access to SBU. Audit trails shall NOT be maintained on the accounts of those employees whose job activity prohibit the logging of searches made (e.g., Criminal Investigation division employees, employees performing Grand Jury investigations, etc.)
    - 5.2.3.3. Assurance - Access controls and other security features shall be implemented and working. The security system shall be tested annually to assure it is functioning correctly.
    - 5.2.3.4. Documentation - Test documentation shall be readily available that describes how and what mechanisms were tested and the results. Design documentation shall also be included along with a user's guide and facility manual.
  - 5.2.4. Contractors receiving Federal return information shall conduct and document periodic inspections during the year (quarterly) to ensure that the physical and computer safeguards are adequate. These safeguard inspections are subject to oversight and review by IRS employees. The inspection records will be filed in a separate folder, and for purposes of meeting IRC Section 6103(p) (4) requirements, will be retained for a minimum of three years. The documented periodic inspections will be submitted annually within 14 days of the end of the contract period of performance in accordance with the Reporting and Review Requirements as described in SOW Attachment E.3--PHYSICAL AND COMPUTER SECURITY REPORTING REQUIREMENT.
  - 5.2.5. The Contractor shall track security violations by IRS users and provide records of these occurrences to the COTR. Security violations in this context would include simultaneous use of the same log-in and password, failure of a user to log off of the system, or other system integrity issues for which the Contractor systemically monitors.
  - 5.2.6. The Contractor shall include an automatic feature that will log off the user after an extended period of inactivity. It is highly desirable that the length of time that triggers this feature can be altered at IRS request.
  - 5.2.7. It is highly desirable that, on an ad-hoc basis when requested by the COTR, the Contractor provides a report detailing all system activity of a specific user.
  - 5.2.8. It is highly desirable that the Contractor automatically notify the user 14 days in advance that their password is about to expire.

## 6. Technical, Training and Marketing Support

### 6.1. Technical Support

- 6.1.1. The Contractor shall provide standard commercial technical support normally provided to commercial clients to assist in resolving technical problems.
- 6.1.2. The proposed technical support package shall include a description of the capabilities of the Offeror's staff to provide professional and competent technical support to ensure customer's issues are resolved. The Contractor shall describe how it will provide instructions and guidance in the installation, configuration, and maintenance of the software for both the initial installation and for all software upgrades.
- 6.1.3. It is highly desirable that the contractor provides telephonic technical support 24 hours per day, Monday through Friday.

### 6.2. IRS Training Support

- 6.2.1. The IRS has moved to an E-learning strategy in lieu of the traditional classroom based approach. This provides the benefit of continuous learning opportunities for all employees. Additionally, the IRS has adopted the use of research specialists who are IRS employees that serve as in-house consultants to assist in the use of this product. We anticipate one research specialist will be needed for every 100 IDs issued.
- 6.2.2. Training Objective - The training objective is to provide sufficient initial and ongoing training to enable users to achieve a level of comfort that allows efficient use of the system. The vendor will continually work with the Service to identify additional training needs and develop initiatives to address those needs.
- 6.2.3. Training Plan - The vendor shall submit a "Training Plan" detailing how the vendor intends to provide ongoing training for all end users. At a minimum, the plan must include a description of:
  - 6.2.3.1. The vendor's standard commercial training package
  - 6.2.3.2. The training package designed for this award
  - 6.2.3.3. Classroom training to be given to research specialists (approximately 16 hours)
  - 6.2.3.4. The support available to all end users
  - 6.2.3.5. Any other information demonstrating a commitment to train all end users
  - 6.2.3.6. The types of training materials available to each end user
  - 6.2.3.7. The number of hours involved with respect to each method of training
  - 6.2.3.8. Quick reference cards/guides to be provided for every end-user (Note: It is mandatory that revised quick reference cards/guides be provided to every user for any significant upgrade (see 3.3.9) to vendor's research system.)
  - 6.2.3.9. This plan shall be submitted electronically and in hardcopy to the Government within 10 days of award for the Government's review and approval. The Contractor shall revise the plan as necessary for final review and approval by the Government. The Contractor shall submit the revised plan to the COTR within five (5) calendar days.
  - 6.2.3.10. It is mandatory for vendors to include E-learning options in their plan. Examples of E-learning, considered highly desirable, include but are not limited to:
    - 6.2.3.11. Web-based course delivery of tutorials
    - 6.2.3.12. Virtual classrooms delivered through web-conferencing
    - 6.2.3.13. Virtual classrooms delivered telephonically
- 6.2.4. It is mandatory that the vendor provides a comprehensive, interactive and customized electronic tutorial for the IRS within six months after the contract award date. The tutorial must be maintained and updated to reflect any significant upgrade (3.3.9) to the research system.
  - 6.2.4.1. IRS subject matter experts will assist the vendor in developing IRS specific training tutorials.
  - 6.2.4.2. If software plug-ins are required, the vendor shall coordinate with the Contracting Officer Technical Representative (COTR) to choose plug-ins on the approved list of Common Operating Environment software products. (Currently, Microsoft's Window Media Player is the only approved software plug-in.)
  - 6.2.4.3. If streaming video is contemplated for a web-based tutorial, the vendor shall coordinate with the COTR for approval. (Currently, streaming video is not permitted on the IRS Intranet.)

### 6.3. Marketing Support



- 6.3.1. IRS often organizes special events (e.g., conferences, continuing professional education (CPE) sessions, national or regional meetings). Vendors may be invited by the hosting IRS organization to attend these events as exhibitors, presenters or as participants. Vendors are encouraged to coordinate attendance at all such activities with the COTR.
- 6.3.2. It is mandatory that vendors submit a "Marketing Plan" outlining the type of activities the vendor intends to support, sponsor or promote. At a minimum, the plan must include a description of:
  - 6.3.2.1. The types of events the vendor is willing to attend/not attend
  - 6.3.2.2. The geographic locations the vendor is willing to attend/not attend
  - 6.3.2.3. The types of material the vendor is willing to provide for these special events
  - 6.3.2.4. The lead time required for attendance at special events
- 6.3.3. It is highly desirable that the vendor provides a periodic electronic and print newsletter that gives product information, updates and tips on new features and product use.
- 6.4. Administrative Support
  - 6.4.1. Enterprise Solution for ID Issuance - Effective management of IDs is important to both IRS and the vendor. IRS seeks flexibility in issuing IDs to reduce burden on both parties as well as to facilitate the quick issuance of IDs. It is mandatory that the vendors propose an enterprise solution for issuing IDs that will be available 90 days after the contract award date. IRS will work with the vendor in developing any automated solution.
    - 6.4.1.1. It is highly desirable that the proposed enterprise solution allows the IRS to automate the creation and issuance of ID's in-house.
    - 6.4.1.2. At a minimum, the following fields are considered mandatory elements of any automated solution:
      - 6.4.1.2.1. Name
      - 6.4.1.2.2. City
      - 6.4.1.2.3. State
      - 6.4.1.2.4. Post of Duty ZIP
      - 6.4.1.2.5. IRS operating division/functional unit office symbols
      - 6.4.1.2.6. Position/Series
      - 6.4.1.2.7. Award Group Package
      - 6.4.1.2.8. Email Address
    - 6.4.1.3. It is highly desirable that the proposed enterprise solution allows reports to be automatically generated which will provide total ID's using any of the fields above and for either award group package.
    - 6.4.1.4. It is highly desirable that the proposed enterprise solution allows the ability to search by any provided field or fields, the ability to delete ID's, and the ability to edit information input into any automated system.
    - 6.4.1.5. It is highly desirable that the proposed enterprise solution allows a cadre of IRS ID administrators (approximately 20) to access the proposed system to generate and manage IDs.
    - 6.4.1.6. It is highly desirable that the proposed enterprise solution allows each IRS operating division/functional unit to download/export its own piece of database to a spreadsheet for internal use.
- 7. ADDITIONAL REPORTS AND MEETINGS
  - 7.1. The Contractor shall attend and participate in a post award meeting approximately five days after contract award. This meeting will be held at the IRS procurement building in Oxon Hill, Maryland.
  - 7.2. Statistical Reporting Information - Effective management of the electronic research contracts mandates that IRS receives statistical reports on product usage. This information must be provided to the COTR. It is highly desirable that this information be provided through electronic access to vendor supplied databases. It is highly desirable that the COTR have the ability to dynamically select start and end dates for these reports.
    - 7.2.1. Statistical reports must capture the following information:
      - 7.2.1.1. Total searches
      - 7.2.1.2. Total IDs used
      - 7.2.1.3. Total IDs issued
      - 7.2.1.4. IDs that have not been used over the last 6 consecutive months

7.2.2. Each of the above reports must provide information broken down in the following groupings:

- 7.2.2.1. By all of IRS
- 7.2.2.2. By all of Operating Divisions/Functions
- 7.2.2.3. By Territory
- 7.2.2.4. By Position/Series

7.2.3. It is mandatory that the vendor provide quarterly reports of the most frequently asked user questions and issues raised that have been received by their customer service and technical support teams.

7.3. Quarterly Reviews - The vendor shall meet with the IRS on a quarterly basis to review usage statistics, training delivery, system updates, problem resolution, etc. The quarterly reviews will be normally be scheduled by the Government within 30 days of the end of a quarter. The meetings will be in the Washington, DC area.

#### 8. COPYING, DOWNLOADING AND DISTRIBUTING OF MATERIALS

8.1. In addition to using the vendor products to conduct research, the vendor shall license the IRS to use vendor products for other purposes such as:

- 8.1.1. Copying of vendor reference materials for training purposes
- 8.1.2. Inserting source documents or portions thereof into training materials (IRS courses are available to the public under the Freedom of Information Act (FOIA) and sometimes posted on the IRS Internet)
- 8.1.3. Inserting source documents or portions thereof into other internal documents
- 8.1.4. Inserting documents as part of a submission of an electronic brief
- 8.1.5. Linking to source documents on vendor services in training materials
- 8.1.6. Linking to source documents on vendor services in other internal documents
- 8.1.7. Posting on the IRS Intranet for internal informational purposes

8.2. It is mandatory that vendors clearly explain what, if any, restrictions are placed for the use of these materials including, but not limited to, the items 8.1.1 through 8.1.7 above.

9. IMPLEMENTATION AND OPERATIONAL PLAN - Within ten (10) calendar days after contract award, the Contractor shall submit electronically and in hardcopy an "Implementation and Operational Plan" for review and approval by the Government. This plan shall outline the schedule and method of implementation and ongoing operation. The COTR will review the plan and provide comments to the Contractor within ten (10) calendar days. The Contractor shall revise the plan as necessary for final review and approval by the Government. The Contractor shall submit the revised plan to the COTR within five (5) calendar days.

10. GLOSSARY - For the definition of terms and acronyms used throughout this statement of work, see SOW Attachment F: GLOSSARY.

***SOW ATTACHMENT A: LAW ENFORCEMENT PACKAGE***

The Law Enforcement Package will be used exclusively by our Criminal Investigation Division employees, who have a permissible purpose to access this data. This package must include all databases that are available in the General Package, as well as databases that are ONLY available to the Criminal Law Enforcement Community.

## ***SOW ATTACHMENT B: IRS ORGANIZATIONAL STRUCTURE***

The IRS Restructuring and Reform Act of 1998 prompted the most comprehensive reorganization and modernization of IRS in nearly half a century. The law resulted in the IRS reorganizing itself into four major operating divisions, aligned by types of taxpayers:

- Wage and Investment (W&I) customers include taxpayers whose income is reported by third parties and the majority of taxes are collected through third party withholding.
- Small Business/Self-Employed (SB/SE) services small businesses, including corporations and partnerships with assets under \$10 million and self-employed and supplemental income earners. They also cover estate and gift, fiduciary, and international taxpayers.
- Tax Exempt and Government Entities (TE/GE) serves customers ranging from small local organizations and municipalities to major universities, huge pension funds, state governments, Indian tribal governments, and complex tax exempt bonds.
- Large and Mid-Size Business (LMSB) addresses corporations and partnerships with \$10 million or more in assets organized around specific industry groups.

Other divisions which provide organizational policy and guidance, administrative and budget support include:

- Agency wide Shared Services (AWSS) provides the complete range of administrative services to the employees of the IRS such as procurement support, personnel support (including hiring, labor and employee relations, and pay), and facilities and housing support.
- Appeals (AP) is the alternative dispute resolution forum for taxpayers contesting IRS compliance actions.
- Chief Counsel (CC) is the chief law officer for IRS and an Assistant General Counsel for Treasury, with duties and responsibilities prescribed by the Secretary of the Treasury. Chief Counsel is responsible for advising the Commissioner on legal matters and provides legal support to all IRS offices.
- Communications and Liaison (C&L) is responsible for planning, coordinating, creating, and leading stakeholder relationship management and communication activities with internal and external customers of IRS. Components include Communications, Governmental Liaison and Disclosure, Legislative Affairs, National Public Liaison, and Privacy Advocate.
- Criminal Investigation (CI) is the law enforcement arm of IRS, investigating potential criminal violations of the Internal Revenue Code, especially tax evasion.
- Modernization, Information Technology, and Security Services (MITS) provides computer hardware, software, and data network services to all IRS employees.
- Taxpayer Advocate Service (TAS) helps any taxpayer that has encountered a problem that is not resolved by the IRS through systemic processes.



## ***SOW ATTACHMENT C: SECTION 508 OF THE REHABILITATION ACT***

### **A. GENERAL**

#### **1. Purpose (Reference 36 CFR 1194.1)**

(a) The below technical standards are those issued by the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508 (a) (2) (A) of the Rehabilitation Act Amendments of 1998 (29 U.S.C. § 794 (d)) as enacted in the Workforce Investment Act of 1998. (The Access Board is an independent Federal agency established by Section 502 of the Rehabilitation Act (29 U.S.C. 792) whose primary mission is to promote accessibility for individuals with disabilities.)

(b) Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

#### **2. Application (Reference 36 CFR 1194.2)**

(a) This section does not apply to Electronic and Information Technology (EIT, see definitions at A. 4. below) that is acquired by the contractor incidental to the contract, or is neither used nor accessed by Federal employees or members of the public, and contractor employees in their professional capacity are not considered members of the public.

(b) For any EIT product proposed in response to this solicitation as a deliverable that is a commercial item (as defined by the Federal Acquisition Regulation, Subpart 2.101) or any EIT product to be developed in response to this solicitation, that will be available to meet this contract's delivery requirements, the contractor must represent within his proposal that the product(s) complies with all of the below standards. The contractor must fully complete the spreadsheet, Electronic & Information Technology Accessibility Standards Evaluation, located as an attachment in Section J of this solicitation, and submit it with his/her proposal.

(c) If such product does not comply with all of the below standards, the contractor must specify each specific standard that is not met.

#### **3. Electronic and Information Technology (EIT) Product General Exceptions (Reference 36 CFR 1194.3)**

- (a) This section does not apply to any EIT operated by agencies, the function, operation, or use of which involves:
  - (1) Intelligence activities
  - (2) Cryptographic activities related to national security
  - (3) Command and control of military forces
  - (4) Equipment as an integral part of a weapon or weapon system
  - (5) Systems critical to the direct fulfillment of military or intelligence missions
- (b) Products acquired by a contractor incidental to a contract, or are neither used nor accessed by Federal employees or members of the public, and contractor employees and all personnel related to the contract are not considered members of the public;
- (c) Products or components of products that would require a fundamental alteration in their nature.
- (d) Products located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring.

#### **4. Definitions (Reference 36 CFR 1194.4)**

The following definitions apply to this section:

**Agency.** Any Federal department or agency, including the United States Postal Service.

**Alternate formats.** Alternate formats usable by people with disabilities may include, but are not limited to, Braille, ASCII text, large print, recorded audio, and electronic formats that comply with this part.

**Alternate methods.** Different means of providing information, including product documentation, to people with disabilities. Alternate methods may include, but are not limited to, voice, fax, relay service, TTY, Internet posting, captioning, text-to-speech synthesis, and audio description.

**Assistive technology.** Any item, piece of equipment, or system, whether acquired commercially, modified, or customized, that is commonly used to increase, maintain, or improve functional capabilities of individuals with disabilities.

**Electronic and information technology.** Includes information technology and any equipment or interconnected system or subsystem of equipment, that is used in the creation, conversion, or duplication of data or information. The term electronic and information technology includes, but is not limited to, telecommunications products (such as telephones), information kiosks and transaction machines, World Wide Web sites, multimedia, and office equipment

such as copiers and fax machines. The term does not include any equipment that contains embedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.

**Information technology.** Any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

**Operable controls.** A component of a product that requires physical contact for normal operation. Operable controls include, but are not limited to, mechanically operated controls, input and output trays, card slots, keyboards, or keypads.

**Product.** Electronic and information technology.

**Self Contained, Closed Products.** Products that generally have embedded software and are commonly designed in such a fashion that a user cannot easily attach or install assistive technology. These products include, but are not limited to, information kiosks and information transaction machines, copiers, printers, calculators, fax machines, and other similar types of products.

**Telecommunications.** The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**TTY.** An abbreviation for teletypewriter. Machinery or equipment that employs interactive text based communications through the transmission of coded signals across the telephone network. TTYs may include, for example, devices known as TDDs (telecommunication display devices or telecommunication devices for deaf persons) or computers with special modems. TTYs are also called text telephones.

**Undue burden.** Undue burden means significant difficulty or expense. In determining whether an action would result in an undue burden, an agency shall consider all agency resources available to the program or component for which the product is being developed, procured, maintained, or used.

## 5. Equivalent Facilitation (Reference 36 CFR 1194.5)



Nothing in this part is intended to prevent the use of designs or technologies as alternatives to those prescribed in this part provided they result in substantially equivalent or greater access to and use of a product for people with disabilities.

## ***B. TECHNICAL STANDARDS***

### **1194.21 Software applications and operating systems.**

- (a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.
- (b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.
- (c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.
- (d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.
- (e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.
- (f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.
- (g) Applications shall not override user selected contrast and color selections and other individual display attributes.
- (h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.
- (i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

- (j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.
- (k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.
- (l) When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

## **1194.22      Web-based intranet and internet information and applications.**

- (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).
- (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
- (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
- (d) Documents shall be organized so they are readable without requiring an associated style sheet.
- (e) Redundant text links shall be provided for each active region of a server-side image map.
- (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
- (g) Row and column headers shall be identified for data tables.
- (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
- (i) Frames shall be titled with text that facilitates frame identification and navigation.
- (j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.

(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.

(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).

(n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

(o) A method shall be provided that permits users to skip repetitive navigation links.

(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

Note to 1. The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5, 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium:

**SECTION 1194.22 PARAGRAPH (A) WCAG 1.0 CHECKPOINT 1.1**

Section 1194.22 Paragraph (b) WCAG 1.0 Checkpoint 1.4

**SECTION 1194.22 PARAGRAPH (C) WCAG 1.0 CHECKPOINT 2.1**

Section 1194.22 Paragraph (d) WCAG 1.0 Checkpoint 6.1

**SECTION 1194.22 PARAGRAPH (E) WCAG 1.0 CHECKPOINT 1.2**

Section 1194.22 Paragraph (f) WCAG 1.0 Checkpoint 9.1

**SECTION 1194.22 PARAGRAPH (G) WCAG 1.0 CHECKPOINT 5.1**

Section 1194.22 Paragraph (h) WCAG 1.0 Checkpoint 5.2

Section 1194.22 Paragraph (i) WCAG 1.0 Checkpoint 12.1

**SECTION 1194.22 PARAGRAPH (J) WCAG 1.0 CHECKPOINT 7.1**

Section 1194.22 Paragraph (k) WCAG 1.0 Checkpoint 11.4

2. Paragraphs (l), (m), (n), (o), and (p) of this section are different from WCAG 1.0. Web pages that conform to WCAG 1.0, level A (i.e., all priority 1 checkpoints) must also meet paragraphs (l), (m), (n), (o), and (p) of this section to comply with this section. WCAG 1.0 is available at <http://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505>.

## **1194.23 Telecommunications products.**

(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.

- (b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.
- (c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.
- (d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.
- (e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.
- (f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.
- (g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.
- (h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.
- (i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.
- (j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.
- (k) Products which have mechanically operated controls or keys, shall comply with the following:
  - (1) Controls and keys shall be tactilely discernible without activating the controls or keys.
  - (2) Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2 N) maximum.

(3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.

(4) The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.

#### **1194.24 Video and multimedia products.**

(a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.

(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.

(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.

(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.

(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.

#### **1194.25 Self contained, closed products.**

(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach assistive technology to the product. Personal headsets for private listening are not assistive technology.

(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

- (c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).
- (d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.
- (e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.
- (f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.
- (g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- (h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.
- (i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (j) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following:
  - (1) The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length (see Figure 1 of this part).
  - (2) Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.
  - (3) Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.
  - (4) Operable controls shall not be more than 24 inches behind the reference plane (see Figure 2 of this part).

**1194.26      Desktop and portable computers.**

- (a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).
- (b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).
- (c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.
- (d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards.

### **C. FUNCTIONAL PERFORMANCE CRITERIA**

**[NOTE: If there are applicable provisions in Subpart B that fully address the product or service being procured, then the you need not look to Subpart C. Products that meet the specific technical provisions set forth in Subpart B will also meet the broader functional performance criteria in Subpart C.]**

**If your product is not fully addressed by Subpart B, then you must look to Subpart C for applicable functional performance requirements.**

**The Access Board's standards provide that a vendor may offer EIT that uses designs or technologies that do not meet the applicable technical provisions in Subpart B but provide substantially equivalent or greater access to and use of a product for people with disabilities. (See 36 CFR 1194.5.) This is referred to as "equivalent facilitation." In effect, meeting the functional performance criteria in Subpart C of the Board's standards is the test for equivalent facilitation.]**

#### **1194.31 Functional performance criteria.**

- (a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.
- (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.
- (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.

(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.

#### ***D. INFORMATION, DOCUMENTATION, AND SUPPORT***

##### **1194.41 Information, documentation, and support.**

(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.

(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.

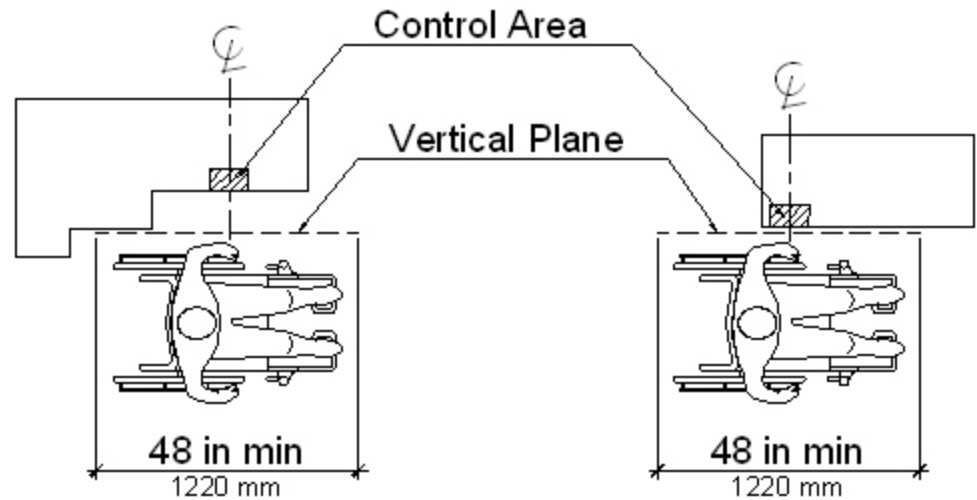
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.

Figures to Part 1194

Figure 1

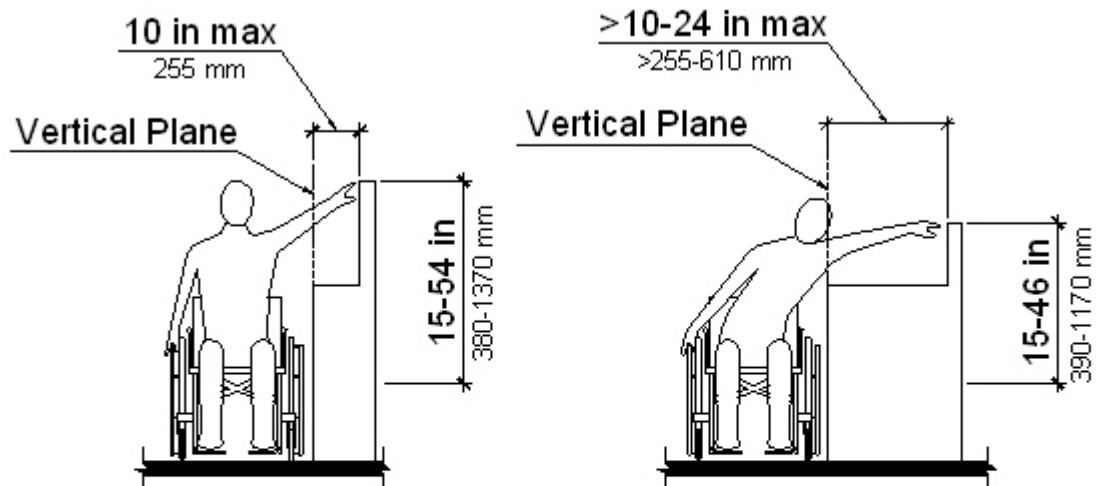
Figure 2





Vertical Plane Relative to the Operable Control

Figure 1



Height of Operable Control Relative to the Vertical Plane

Figure 2

Section 1194.22 Web-based Internet information and applications - Detail  
Voluntary Product Accessibility Template

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		
(e) Redundant text links shall be provided for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.		
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the		

page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

**Section 1194.31 Functional Performance Criteria - Detail**  
**Voluntary Product Accessibility Template**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for		

Assistive Technology used by people with disabilities shall be provided.		
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

## **SOW ATTACHMENT D--REPRESENTATIVE TASK ORDERS**

### **D.1--TELEPHONE NUMBER RESEARCH**

#### **I. BACKGROUND**

The Internal Revenue Service (IRS) is required to conduct collection activity on certain individual and business taxpayer accounts that have become delinquent. Many of these delinquent accounts do not have current telephone numbers recorded. This situation hampers the IRS's ability to contact these individuals and businesses to collect delinquent taxes.

Under this task order, the Contractor shall perform telephone number research (TNR). Based on information supplied by the IRS, the Contractor shall conduct research of public records to obtain the most current telephone number for delinquent taxpayers.

#### **II. SCOPE**

TNR shall be conducted on two types of IRS taxpayer accounts: individual records and business records. Record definitions and research requirements for the different types of records will be defined later in this document. Security requirements shall be the same for both types of records.

The Contractor shall be capable of processing as many as 4.5 million research requests per year. Program and processing changes can impact the volume considerably. Additionally, during peak periods, the Contractor may be required to process between 350,000 and 750,000 research requests per month.

#### **II. DESCRIPTION OF WORK**

The Contractor shall perform research to identify telephone numbers on an as needed basis. Generally, the IRS will submit at least one batch file on any day. The number and size of batch files may vary greatly from day to day. The Contractor shall process and return the results of the requests within 3 business days of the request.

The project will initiate with a kick off meeting. The IRS will send a 1000 record test file via the agreed upon protocols between IRS and Contractor platforms, and then retrieve the test file. Once the file has been successfully processed ensuring correct record layouts, system testing is considered complete and will be certified ready to use by the COTR. The IRS will then begin transmitting real files as described in the following sections.

#### **A. General issues applying to both Individual and Business records (Table 1 contains a graphic depiction of the request record)**

1. The Contractor shall be able to receive and process batch files using communications products such as 56 K dial-up, SSH secure FTP, using 128 bit 3 DES encryption. The Contractor shall make any equipment and software upgrades necessary to accommodate any future technology upgrades and improvements made by the Government to take advantage of advances in technology or to meet future security or communications requirements. If FTP is not available and will not be available for 7 or more business days, use compact disks.
2. Telephone Number Research files sent to the Contractor shall be in the filename format: "tnr.<datetime>" and will be transmitted to the Contractor in minimum blocks of 1000 records, except if at the end of any day there are fewer than 1000 records, the lesser quantity block of files will be transmitted.
3. If normal communications systems are temporarily not functioning or available, and will not be available for seven (7) business days or longer, the Contractor shall provide the research results on encrypted CD's via FedEx Next Day service at the rate of one transmission weekly, or until normal communications are

restored. The CD shipments, if required, shall be at no additional cost to the Government. The CD encryption method will be provided to the Contractor when such need arises, and will be based on common technology available at that time.

4. The Contractor shall return one record for each record received (a one to one correlation).
5. The Contractor shall indicate on the return record from what research source the address came (for example: credit header, composite, white pages etc.) 1= credit header; 2=composite; 3=white pages.
6. **Individual Records:** IRS will send records requesting possible searches on both the primary TIN and a cross-reference TIN within the same request. The record layout will contain a separate field for cross-reference TIN in addition to the primary TIN field. If the cross-reference TIN field is populated the Contractor will conduct the search first using the primary TIN. If no telephone number can be located using the primary TIN, the Contractor shall conduct an additional search using the cross-reference TIN. Whenever the secondary tin is researched, an indicator “tin-ind” should be set to show that their research is done.  
**Business Records:** IRS will send separate records; one for the primary business TIN and a separate request for the cross-reference TIN if no telephone number is located for the business TIN. The record layout will contain a separate field for the cross-reference TIN in addition to the primary TIN field. If the cross-reference TIN field is populated, the Contractor shall conduct the search on the cross-reference TIN only, using the rules for the Individual Records and based on the cross-ref TIN.
7. Contractor shall use the following research result codes :
  - (1) Phone found
  - (2) No phone found
  - (3) Unlisted/Unpublished (Use only if telephone number comes from the telephone white pages.)
8. Process requests within 3 business days and place responses in designated files on the Contractor system for pick-up by IDS.
9. If the Contractor finds multiple telephone numbers for an exact match, the Contractor shall return the telephone numbers in the following priority with the associated code/designation:
  - Home phone number / main phone number (H)
  - Business phone number (B)
  - If all the available numbers are home/main phone numbers, use the primary as the home number and return one additional number as an “other” phone (O)

**Individual/Business Taxpayer Research Request Record Layout**

Field Name	Length	Type	Comments
tin	9	num	Individual: contains SSN (Social Security Number) Business: contains EIN (Employer Id Number)
file-source-cd	1	char	Individual = 1 always Business = 2 typically. However, if file_source_cd = 2 and a value is present in the primary-name (first) field, search as an individual using the xref-ssn.
tin-type	1	char	Individual: 0 = Valid SSN 1 = Invalid SSN Business: 2 = Valid EIN
xref-ssn	9	num	May be blank
Primary-name	35	char	Individual: last name Business: business name
Street-address	35	char	Individual & Business: street address
City	22	char	Individual & Business: city name
State-cd	2	char	Individual & Business: state code

zip-cd	12	num	Individual & Business: zip code. (sometimes includes extended zip code)
Address-dt	6	num	mmyyyy format

Table 1

**B. Individual Master File (IMF)**

1. Search records using the TIN provided. If the TIN is present on the Contractor database, verify the name on the database for that TIN by performing the following comparisons:
  - a) Compare the database last name to the last name provided. If they are the same, consider the record to be for the requested taxpayer. (For example, if IRS sends John Doe and the Contractor database shows James Doe for that TIN, consider the record to be for the requested taxpayer.)
  - b) If the last name on the database does not match the last name provided, compare the last name provided with aka (also known as) names on the database. If the last names match, consider the record to be for the requested taxpayer. (For example if IRS send Mary Smith and the Contractor database name is Mary Jones but there is an aka record showing Mary Smith, consider the record to be for the requested taxpayer. If the Contractor matches an aka name, they should set an aka results indicator in the response record.
2. Once it has been determined that the TIN record on the Contractor database is for the requested taxpayer, the Contractor shall locate the most recent address for that taxpayer TIN on their database. IRS will provide the most recent address and its Address of Record [AOR] date, showing when the address was last updated on our records. The Contractor shall locate the most recent address for that taxpayer on their database and compare their address date to the address date provided by IRS to determine which is more current. The Contractor shall use the most current address to locate the telephone number.
3. If there is no hit on the Contractor database, the Contractor shall search for a telephone number using alphabetic telephone directories. To be considered a match, the record must match on the following elements: Last name; house number; street name; state; and zip code.

**C. Business Master File (BMF)**

1. A record must meet one of the following criteria to be considered a match:
  - Exact business name (excluding definers such as LLC, LP, PC, Ltd., INC, corp., co., services, serv.); street number; street; and city.
  - Exact business name (excluding definers such as LLC, LP, PC, Ltd., INC, corp., co., services, serv.); street; and city.
  - Exact business name (excluding definers such as LLC, LP, PC, Ltd., INC, corp., co. services, serv.); and city.
  - Exact business name (excluding definers such as LLC, LP, PC, Ltd., INC, corp., co. services, serv.); and zip code.
2. When searching a business name that is or contains an individual's name the Contractor shall **not** invert the first and last name to search for a telephone number. If no telephone number can be located using the name format submitted by IRS and the Contractor returns the record as a "No Number Found", the IRS will send a new request record that includes our cross-reference TIN and name information.

**IV. Description of Deliverables****Deliverable One: Returning Results of TNR**

The Contractor shall create a response file using the same file name as the request file and using the record layout as described in **Table 2: Individual/Business Response Record Layout**, showing the results of successful and unsuccessful TNR requests. In creating the response file, the Contractor shall return one response record for each request record in a one to one correlation. The Contractor shall make this file available to IRS within three business

days of receipt of the request file. In the event that IRS is unable to retrieve electronic versions of response files, the Contractor shall send a compact disk to the following address using an overnight delivery service to the TNR COTR.

Table 2: Individual/Business Response Record Layout

Field Name	Length	Type	Comments
tin	9	um	Individual: contains SSN (Social Security Number) Business: contains EIN (Employer Id Number)
file-source-CD	1	char	Individual = 1 always Business = 2 typically. (See comment in request record layout above)
tin-type	1	char	Individual: 0 = Valid SSN 1 = Invalid SSN Business: 2 = Valid EIN
xref-ssn	9	num	may be blank
Primary-name	35	char	Individual: last name of researched tin Business: business name of researched tin
street-address	35	char	Individual & Business: street of most current address
city	22	char	Individual & Business: city of most current address
state-cd	2	char	Individual & Business: state code of most current address
zip-cd	12	num	Individual & Business: zip code of most current address
address-dt	6	num	mmyyyy format Date of address used for telephone research. Note: If the IRS provided address is more current and is used for research, this field should contain the IRS provided date. Otherwise, this field should contain the research source date.
research-cd	1	num	Individual & Business: 1 = Phone Found 2 = No Phone Found 3 = Unpublished Number Found but not available
phone1-num	10	num	Individual & Business: first telephone number found (Leave blank if no number found)
phone1-type	1	char	Type of first telephone number found. Values are: H = Home B = Business O = Other
phone2-num	10	num	Individual & Business: second telephone number found (Leave blank if no number found)
phone2-type	1	char	Type of second telephone number found. Values are: H = Home B = Business O = Other
aka-match-ind	1	num	0 = no aka match 1 = aka match
tin-ind	1	num	1=research completed on tin 2=research completed on xref-ssn
research-source-cd	1	num	1 = credit header 2 = composite 3=white pages



**Deliverable Two: Response File Summary Report**

The Contractor shall provide a Response File Summary Report, summarizing the activities and results found on the associated response file. At a minimum, this report will show the following:

- Date Contractor Received Request File
- Date Contractor made available Response File
- Total Number of records within the Request File
- Total Number of records returned within the Response File
- Total Number of Response Records with Research Code of “1”
- Total Number of Response Records with Research Code of “2”
- Total Number of Response Records with Research Code of “3”
- Total Number of Searches performed (sum of primary & secondary TIN searches)

NOTE: This report may be modified based on the Contractor’s proposal.

**Deliverable Three: Billing Summary Report**

The Contractor shall provide a Billing Summary Report with each invoice that will match the period covered for the requested payment. This report will include the following:

Report Date: Four digit year/ Two digit month/Two digit day  
Contract Number

**NOTE: All data following will be specific to the period covered as noted above.**

Date Each Electronic File Received by Contractor: Four digit year/ Two digit month/Two digit day

Date Each Processed File is Transmitted back to IRS: Four digit year/ Two digit month/Two digit day

- Total Number of Request Files
- Total Number of Response Files
- Total Number of Records within the Request File(s)
- Total Number of Records returned within the Response File(s)
- Total Number of Response Records with Research Code of “1”
- Total Number of Response Records with Research Code of “2”
- Total Number of Response Records with Research Code of “3”
- Total Number of Searches performed (sum of primary & secondary TIN searches)

Total Invoiced Matches:

The Contractor shall provide one hard copy and one electronic copy of the report to the Task COTR.

**NOTE: This report may be modified based on the Contractor’s proposal.**

**V. DELIVERABLE REVIEW AND ACCEPTANCE**

All deliverables will be reviewed for adherence to the requirements of this statement of work. If the deliverables are not acceptable, the Contractor shall be informed in writing within 10 business days of the government’s receipt

of the deliverable that the deliverable has been rejected. The rejection notification will include all deficiencies. The Contractor shall make corrections within 5 business days.

## **VI. SECURITY**

The Contractor shall adhere to all the security and non-disclosure requirements of the base contract.

## **VII. PLACE OF PERFORMANCE**

Telephone Number Research will be conducted at the Contractor 's place of business.

## **VIII. PERIOD OF PERFORMANCE**

The period of performance for this task order will be one year from the date of issuance.

## **IX. POINTS OF CONTACT**

Task COTR: TBD at the time of Task Order Issuance

IS TPOC: TBD at the time of Task Order Issuance

SBSE TPOC: TBD at the time of Task Order Issuance

## **D.2--ADDRESS RESEARCH**

### **I. Background**

The Internal Revenue Service (IRS) is required to conduct collection activity on certain individual and business taxpayer accounts that have become delinquent. Many of these delinquent accounts do not have current addresses recorded. This situation hampers the IRS's ability to contact these individuals and businesses to collect delinquent taxes.

Under this task order, the Contractor shall perform address research (ADR). Based on information supplied by the IRS, the Contractor shall conduct research of public records to obtain the most current address for delinquent taxpayers.

### **II. Scope**

ADR shall be conducted on two types of IRS taxpayer accounts: individual records and business records. Record definitions and research requirements for the different types of records will be defined later in this document. Security requirements shall be the same for both types of records.

The Contractor shall be capable of processing as many as one million research requests per year. Program and processing changes can impact the volume considerably.

### **III. Description of Work**

The IRS will require the Contractor to perform research to identify taxpayer addresses on an as needed basis. Generally, the IRS will submit at least one batch file within any given week. The number and size of batch files may vary greatly from week to week. The Contractor shall process and return the results of the requests within 24 hours of the request.

The project will initiate with a kick off meeting. The IRS will send a 1000 record test file via the agreed upon protocols between IRS and Contractor platforms, and then retrieve the test file. Once the file has been successfully processed ensuring correct record layouts, system testing is considered complete and will be certified ready to use by the COTR. The IRS will then begin transmitting real files as described in the following sections.

#### **General Issues Applying to Both Individual and Business Records**

1. The IRS and the Contractor shall send and receive ASCII text files using a third party file distribution software product using 128 bit 3 DES encryption or better. If the IRS approved file distribution software and/or transport mechanism or an IRS approved alternate method is not available on either end and will not be available for 7 or more business days, the contractor shall, within 24 hours of notification, accept requests and return responses using compact disks shipped via an overnight delivery service.
2. The IRS will initiate file transmission in both directions (push and pull). File names will be: "adr\_request.<datetime>" for the pushed file and "adr\_response.<datetime>" for the pulled file. Files will generally be pushed and pulled once each week, but may infrequently require additional pushes and/or pulls. File sizes will not exceed 150,000 records for any transmittal to the contractor in one day. The format of the request file sent by the IRS is identified in Table 1. The response file layout is identified in Table 2.
3. The Contractor shall return one record for each record received (one to one correlations).

4. The vendor shall process requests within 24 hours of receipt and place responses in designated files on the vendor system for pick-up by the IRS.
5. Records for which an address is found on the vendor database shall be returned to the IRS in a USPS 'normalized' format. Specifically, the Delivery Address Line and the Last Line should only contain one space between each name or number element. Also, Secondary Address Unit Designators (Apt, the # sign, etc) must have one space between the designator and any following words or numbers. Other Publication 28 preferences for both individual and business addresses such as capitalization and the use of Post Office standard abbreviations shall be followed as close as possible. (Reference USPS Publication 28)
6. The Contractor shall indicate on the return record from what research source the address came. These sources will be identified as follows:
  - 1 - Credit Header Data
  - 2 - Composite Information (insurance derived source)
  - 3 - Business Directory (ABI/Info USA data)
  - 4 - Corporate Information (Secretary of State data).
7. The Contractor shall use the following research result codes:
 

N – New address found and supplied by the Contractor  
 S – Same address found (the most recent address found by the Contractor matches the address provided by IRS)  
 U – No address found (no data available on the particular TIN or taxpayer name within the Contractor's database)  
 O – New address found with older date
8. The Government COTR may request minor modifications in database or transmission formats, such as field lengths, within the scope of this contract upon agreement by the Contractor that the modification will not increase the cost to the Contractor. The Contractor understands that only the Contracting Officer may modify the terms and conditions of this contract.

### **Individual Master File (IMF) Records**

The Contractor shall:

1. Search records using the TIN provided by the IRS. If the TIN is present on the Contractor database, verify the name on the database for that TIN by performing the following comparisons:
  - a) Compare the database last name to the last name provided. If they are the same, consider the record to be for the requested taxpayer. (For example, if IRS sends John Doe and the Contractor database shows James Doe for that TIN, consider the record to be for the requested taxpayer.)
  - b) If the last name on the database does not match the last name provided, compare the last name provided with aka (also known as) names on the database. If the last names match, consider the record to be for the requested taxpayer. (For example if IRS sends Mary Smith and the Contractor database name is Mary Jones but there is an aka record showing Mary Smith, consider the record to be for the requested taxpayer. If the Contractor matches an aka name, they should set an aka results indicator in the response record.
2. Once it has been determined that the TIN record on the Contractor database is for the requested taxpayer, the Contractor shall locate the most recent address for that taxpayer TIN on their database. IRS will provide the most recent address in our files and its Address of Record [AOR] date, showing when the address was last updated on our records. The Contractor shall locate the most recent address for that taxpayer on their database and compare

their address date to the address date provided by IRS to determine which is more current. The Contractor shall return any more current address to the IRS within the Response Record.

Further, if a more current address is found, the Contractor shall also send their corresponding address update cycle date, to the IRS within the Response Record.

3. If the address found is the same address as the address provided by IRS or no address is found for the TIN or taxpayer name in the Contractor's database, the Contractor shall return a record containing items in Table 3 below.

### **Business Master File (BMF) Records**

The Contractor shall:

1. First, search records using the TIN provided. If the TIN is present on the Contractor database, verify the business name on the database for that TIN by matching the exact business name (excluding definers LLC, LP, PC, Ltd., INC, corp., co., services, serv.)
2. If no match is found using the TIN provided, the Contractor shall attempt to locate a current address for the business using the business name and the state code as provided by the IRS. Again, the Contractor shall exactly match the business names (between IRS and their database, excluding definers LLC, LP, PC, Ltd, INC, corp, co., services, serv.).
3. Once it has been determined that the TIN record or the business name record on the Contractor database is for the requested taxpayer, the Contractor shall locate the most recent address for that taxpayer TIN on their database. IRS will provide the most recent address in our files and its Address of Record [AOR] date, showing when the address was last updated on our records. The Contractor should locate the most recent address for that taxpayer on their database and compare their address date to the address date provided by IRS to determine which is more current. The Contractor will return any more current address to the IRS within the Response Record.

If the Contractor has found a more current address for the taxpayer in their files, then the contractor shall return that address, along with their corresponding address update cycle date, to the IRS within the Response Record.

If the address is the same address as the address provided by IRS or no address is found for the TIN or taxpayer name in the Contractor's database, the Contractor shall return a record containing items in Table 3 below.

Table 1: Individual/Business Record Layout Elements for Request Record

Field Name	Length	Type	Comments
Tin	9	num	Individual: contains SSN (Social Security Number) Business: contains EIN (Employer Id Number)
tin-type	1	char	Individual: 0= Valid SSN Business: 2 = Valid EIN
Primary-name	35	char	Individual: last name Business: business name
Street-address	35	char	Individual & Business: street address
City	22	char	Individual & Business: city name
state-cd	2	char	Individual & Business: state code
zip-cd	12	num	Individual & Business: zip code (may include extended zip code)
Address-dt	6	date	mmyyyy format
End of Record Ind.	1	EOR	End of record indicator

## Description of Deliverables

### *Deliverable One: Returning Results of ADR*

#### Description of Deliverables

#### **Deliverable One: Returning Results of ADR**

The Contractor shall create a response file using the file name indicated above and using the record layout as described below in Table 2: Individual/Business Response Record Layout, showing the results of successful and unsuccessful ADR requests. In creating the response file, the Contractor shall return one response record for each request record in a one to one correlation. In creating the response file, the Contractor shall return one response record for each request record in a one to one correlation. Table 2 illustrates the response record layout. The Contractor shall make this file available to IRS within 24 hours of receipt of the request file. In the event that IRS is unable to retrieve electronic versions of response files, the Contractor shall, within 24 hours of notification, send a compact disk to the task order COTR identified in Section X of this task order. The disk shall be sent using an overnight delivery service.

Table 2: Individual/Business Response Record Layout  
(A More Current Address Found)

Field Name	Length	Type	Comments
Tin	9	um	Individual: contains SSN (Social Security Number) Business: contains EIN (Employer Id Number)
tin-type	1	char	Individual: 0= Valid SSN Business: 2 = Valid EIN
Research-result-cd	1	char	N = New address found
Code1_resp_cd	1	char	Vendor will leave this blank
Primary-name	35	char	Individual: last name of researched tin Business: business name of researched tin
street-address	35	char	Individual & Business: street of most current address
City	22	char	Individual & Business: city of most current address
state-cd	2	char	Individual & Business: state code of most current address
zip-cd	12	num	Individual & Business: zip code of most current address
address-dt	6	Date	mmyyyy format Date of address used for address research. Note: If the IRS provided address is more current and is used for research, this field should contain the IRS provided date. Otherwise, this field should contain the research source date.
aka-match-ind	1	num	0 = no aka match 1 = aka match
vendor-source-cd	1	num	1 = composite information 2 = credit header 3 = business directory 4 = corporate information
End of Record Ind.	1	EOR	End of record indicator

Table 3: Individual/Business Response Record Layout  
(Same address or No address found)

Field Name	Length	Type	Comments
tin	9	num	Individual: contains SSN (Social Security Number) Business: contains EIN (Employer Id Number)
tin-type	1	char	Individual: 0= Valid SSN Business: 2 = Valid EIN
Research-result-cd	1	char	S = Same address found U = Unavailable data for TIN or name O = Different address found with an older date
code1_resp_cd	1	char	vendor will leave this blank
End of Record Ind	1	EOR	End of record indicator

### **Deliverable Two: Response File Summary Report**

The Contractor shall provide a Response File Summary Report, summarizing the activities and results found on the associated response file. At a minimum, this report will show the following:

- Date Contractor Received Request File
- Date Contractor made available Response File
- Total Number of records within the Request File
- Total Number of records returned within the Response File
- Total Number of Response Records with Research Code of “N”
- Total Number of Response Records with Research Code of “S”
- Total Number of Response Records with Research Code of “U”
- Total Number of Response Records with Research Code of “O”

NOTE: The IRS may modify this report based on the Contractor’s proposal.

### **Deliverable Three: Billing Summary Report**

The Contractor shall provide a Billing Summary Report with each invoice that will match the period covered for the requested payment. This report will include the following:

Date: Four digit year/ Two digit month/Two digit day  
Contract Number:  
Period Covered by this Billing Summary Report:

NOTE: All data following will be specific to the period covered as noted above.

Date Each Electronic File Received by Contractor: Four digit year/ Two digit month/Two digit day

Date Each Processed File is Transmitted back to IRS: Four digit year/ Two digit month/Two digit day

- Total Number of Request Files
- Total Number of Response Files
- Total Number of Records within the Request File(s)
- Total Number of Records returned within the Response File(s)
- Total Number of Response Records with Research Code of “N”

- Total Number of Response Records with Research Code of “S”
- Total Number of Response Records with Research Code of “U”
- Total Number of Response Records with Research Code of “O”

Total Invoiced Matches:

The Contractor shall provide one hard copy and one electronic copy of the report to the Task COTR.

NOTE: The IRS may modify this report based on the Contractor’s proposal.

### **Deliverable Review and Acceptance**

All deliverables will be reviewed for adherence to the requirements of this statement of work. If the deliverables are not acceptable, the contractor will be informed in writing within 10 business days of the government’s receipt of the deliverable that the deliverable has been rejected. The rejection notification will include all deficiencies. The contractor shall make corrections within 2 business days following notification.

### **VI. Security**

The Contractor shall adhere to all the security and non-disclosure requirements of the base contract. Treasury/IRS 42.021, Compliance Programs and Project Files, covers the ADR records. Treasury/IRS 34.037, the IRS Audit Trail and Security Records System would cover any audit logs for the records.

### **VII. Place of Performance**

Address Research will be conducted at the contractor's place of business.

### **VIII. Period of Performance**

The period of performance for this task order will be one year from the issuance of the task order.

### **X. Points of Contact**

TASK COTR: To be identified at task issuance.

IS TPOC: To be identified at task issuance.

IS TPOC: To be identified at task issuance.

SBSE TPOC: To be identified at task issuance.



## D.3--NATIONAL RESEARCH PROGRAM (NRP) PUBLIC RECORDS SEARCH

### I. BACKGROUND

The Internal Revenue Service (IRS) needs to measure taxpayer compliance with federal income tax laws. The National Research Program (NRP) is a program to measure voluntary compliance. NRP will include new and unique case building tools that will improve analysis and enhanced decision making by NRP examiners.

Case building is the process of adding information (known as case building tools) to the case file, both from IRS and non-IRS sources, prior to the examiner contacting the taxpayer (if necessary). Many of the case building tools to be used by NRP are not new, but have been successfully used by various areas of the IRS.

Under this task order, the Contractor shall provide a case building tool which is a report on an individual with data from multiple public sources such as real property assets, financial assets, other assets and addresses.

### II. SCOPE

NRP Phase I shall be conducted on one type of IRS taxpayer account: individual records. Record definitions and research requirements for these records will be defined later in this task (section III and IV).

The Contractor shall be capable of processing up to 80,000 primary SSN (Social Security Number) and/or secondary SSN requests. Program and processing changes can impact the volume considerably.

### III. DESCRIPTION OF WORK

The IRS will require the Contractor to provide a public records search report on an as needed basis. Generally, the IRS will submit at least one batch file every two weeks. The number and size of batch files may vary greatly. The Contractor shall process and return the results of the requests (in Primary SSN order) within three business days of the request.

The project will initiate with a kick off meeting. The IRS will send a test file comprising of approximately 625 primary SSNs plus associated secondary SSNs (estimated to be 420) via the agreed upon protocols between IRS and Contractor platforms. The Contractor will then send the reports as a results test file (in Primary SSN order) via the agreed upon protocols between IRS and Contractor platforms. Once the results test file has been successfully reviewed and analyzed, ensuring correct record layouts, system testing is considered complete and will be certified ready to use by the COTR. The IRS will then begin transmitting real files as described in the following sections.

The Contractor shall receive an ASCII fixed text file similar to that shown below in Table 1 on a Compact Disc (CD).

#### ***Batch Inquiry File Layout (Table 1)***

The following record layout represents the Standard Inquiry File. Files submitted for processing in the format below will not require conversion. This is the preferred method. Requests should be submitted in an ASCII fixed text file as described below.

Please provide all information available to you for the best results. Refer to each product for the minimum provided information required for each product.

<u>Field Name</u>	<u>Position</u>	<u>Description of Data</u>
1 Client field	1, 20	Field provided by client to append match key e.g. acct#
2 Last Name	21, 50	Last Name
3 First Name	71, 50	First Name
4 Middle Name	121, 50	Middle Name
5 Primary SSN	171, 11	Social Security Number (123456789) or (123-45-6789)
6 DOB	182, 10	Date of Birth mm/dd/yyyy or mmddyyyy **
7 Address	192, 50	Address
8 City	242, 30	City
9 State	272, 2	State abbreviation
10 ZIP	274, 10	12345-1234 or 123451234
11 Secondary SSN (Filler1)	284, 30	Social Security Number (123456789) or (123-45-6789)
12 Filler2	314, 30	Filler

**Required Minimum input criteria:****Client field, Full Name and Full Address****OR****Client field, Full Name and SSN**\*\* **Please note the Y2K compliance of data to be used as search criteria.**

IRS will send records requesting searches on both the primary SSN and a secondary SSN within the same request. The record layouts will contain a separate field for secondary SSN in addition to the primary SSN field.

The Contractor shall provide the research results (in primary SSN order) on CD via FedEx Next Day service. The CD shipments shall be at no additional cost to the Government.

**IV. DESCRIPTION OF DELIVERABLES****DELIVERABLE ONE: REPORT IN PRINT FORMAT ON CD**

The Contractor shall create a response file using the same file name as the request file and using the record layout as shown in Table 2.

**File Layouts (Table 2)**

Subject File		
Field	Size	Notes
Sequence Number	10	
AKA Number	1	
Name	50	Format is First Middle Last
DOB	8	YYYYMMDD
SSN	11	123-45-6789
SSN Start Issue Year	4	YYYY - First year of possible issue
SSN End Issue Year	4	YYYY
SSN Issue State	20	State spelled out
Death Date	8	
Death Last Name	25	Last Name of individual on Death Record
Death First Name	25	
BLJ Indicator	1	
Other Individuals File		
Field	Size	Notes
Sequence Number	10	
AKA Number	1	
Type	2	01 - AKA, 02 - Other SSN, 03 - Other Names associated with SSN

Name	50	LFM
SSN	11	
Death Date	8	
Death Last Name	25	
Death First Name	25	
Address File		
Field	Size	Notes
Sequence Number	10	
AKA Number	1	
Address From Date	8	First date subject at address
Address To Date	8	Last date subject at address
Street	50	
City	30	
State	2	
Zip	5	
Phone	10	Phone number associated with this record
Phones File		
Field	Size	Notes
Sequence Number	10	
AKA Number	1	
Address	70	Full Address
Name	50	Mixed Formats
Phone	10	
Property File		
Field	Size	Notes
Sequence Number	10	
AKA Number	1	
Assessment State	20	Assessment State spelled out
County	25	County of Assessment
Name	50	Owner Name, Mixed formats
Parcel Number	30	
Legal Description	100	
Total Market Value	10	
Deed File		
Field	Size	Notes
Sequence Number	10	
AKA Number	1	
Transfer State	30	
County	25	
Parcel Number	30	
Legal Description	100	
Sale Price	10	
Loan Amount	10	
Contract Date	10	
Vehicle File		
Field	Size	Notes
Sequence Number	10	
AKA Number	1	
Address	70	Full Address
Name	50	
Tag	10	
State	2	
Title	20	
Registration Date	8	
Vehicle Identification Number	30	
Boat File		
Field	Size	Notes
Sequence Number	10	
AKA Number	1	
History	1	Indicates historical record
Name	50	
Registration Num	20	
Registration State	2	
Year	4	YYYY

Length	10	
<b>Plane File</b>		
<b>Field</b>	<b>Size</b>	<b>Notes</b>
Sequence Number	10	
AKA Number	1	
History	1	
Name	50	
N Number	20	This is the N Registration number on all planes
Year	4	
Make	20	
Model	20	
<b>Boards File</b>		
<b>Field</b>	<b>Size</b>	<b>Notes</b>
Sequence Number	10	
AKA Number	1	
History	1	
File State	20	
License Type	50	
License Num	20	
Status	10	
Issue Date	8	
Expiration Date	8	
County	20	
<b>Corporation File</b>		
<b>Field</b>	<b>Size</b>	<b>Notes</b>
Sequence Number	10	
AKA Number	1	
Corporation Name	50	
Corporation State	2	
Corporation ID	20	Format varies by state
Corporation Status	10	
Officer Title	50	

The response file aforementioned shall be in primary SSN order and in a print format on CD. The print format on CD shall allow the IRS to simply print the reports from the CD.

Modifications include (but are not limited to):

1. Combining the primary and secondary SSN information in each section.
2. Providing the first three corporate record matches and a notation of how many other records matched.
3. Providing the first three UCC record matches and a notation of how many other records matched.
4. Not providing
  - a) High Risk Addresses
  - b) Neighbor Listing
  - c) Other Possible Drivers
  - d) Any criminal history

The Contractor shall provide three CD copies of the print report response file to Bryan Inoue, address provided in Section IX.

## **Deliverable Two: Data File**

The Contractor shall also create a data response file using the same file name as the request file. The Contractor shall provide all the data produced in the report as described in Deliverable One, except it shall not include:

1. Possible Other Records/Names Associated with SSN
2. Phone listing's for Subject's Address
3. Possible Vehicles Registered at Subject's Address
4. Possible Relatives

The layout specifications shall be the same as it exists in the Contractors database. For example, if a persons name has a field name of “name” and has a field length of 50 of character type and is formatted as First Middle Last, then the layout of Deliverable Two shall be the same.

The data response file shall be provided in primary SSN order on CD. The Contractor shall provide three CD copies of the data response file to report to Bryan Inoue, address provided in Section IX).

### **Deliverable Three: Response File Summary Report**

The Contractor shall provide a Response File Summary Report, summarizing the activities and results found on the associated response file. At a minimum, this report will show the following:

- Date Contractor Received Request File
- Date Contractor made available Response File
- Total Number of records within the Request File
- Total Number and List of SSN's (primary SSN order) in which a response file (Deliverable One) was provided
- Total Number and List of SSN's (primary SSN order) in which there were no records found for the SSN
- Total Number of Searches performed (sum of primary & secondary SSN searches)

NOTE: This report may be modified based on the Contractor's proposal.

The Contractor shall provide three CD copies of the Response File Summary Report to Bryan Inoue, address provided in Section IX.

### **DELIVERABLE FOUR: BILLING SUMMARY REPORT**

The Contractor shall provide a Billing Summary Report with each invoice that will match the period covered for the requested payment. This report will include the following:

Date: Four digit year/Two digit month/Two digit day

Contract Number:

Period covered by this Billing Summary Report:

**NOTE: All data following will be specific to the period covered as noted above.**

Date Each Electronic File Received by Contractor: Four digit year/ Two digit month/ Two digit day

Date Each Processed File is transmitted back to IRS: Four digit year/ Two digit month/ Two digit day

- Total Number of Request Files
- Total Number of Response Files
- Total Number of Records within the Request File(s)
- Total Number of Records returned within the Response File(s)
- Total Number of Searches performed (sum of primary & secondary TIN searches)
- Total Invoiced Matches

The Contractor shall provide three hard copies and one electronic copy of the report to the Task COTR, Cindy Bishop, address provided in Section IX.

NOTE: This report may be modified based on the Contractor's proposal.

## **V. DELIVERABLE REVIEW AND ACCEPTANCE**

All deliverables will be reviewed for adherence to the requirements of this statement of work. If the deliverables are not acceptable, the Contractor shall be informed in writing within 10 business days of the government's receipt of the deliverable that the deliverable has been rejected. The rejection notification will include all deficiencies. The Contractor shall make corrections within 5 business days.

## **VI. SECURITY**

The Contractor shall adhere to all the security and non-disclosure requirements of the base contract.

Treasury/IRS 42.021, Compliance Programs and Project Files, covers the NRP records that are designed to replace the Taxpayer Compliance Measurement Program. Any audit logs for the records would be covered by Treasury/IRS 34.037, the IRS Audit Trail and Security Records System.

## **VII. PLACE OF PERFORMANCE**

NRP Public Records search will be conducted at the Contractor's place of business.

## **VIII. PERIOD OF PERFORMANCE**

The period of performance for this task order will be one year from the issuance of the task order.

## **X. POINTS OF CONTACT**

TASK COTR: To be identified at task issuance.

IS TPOC: To be identified at task issuance.

IS TPOC: To be identified at task issuance.

SBSE TPOC: To be identified at task issuance.

## **D.4--EXAM CASE BUILDING REQUIREMENT**

### **I. BACKGROUND**

The Internal Revenue Service (IRS) is changing its approach to tax compliance by exercising enforcement with an issue-driven focus rather than an income-level focus. Consequently, the examination process has been reengineered to address noncompliance with a more standardized approach. As part of this reengineered process, it was determined that historical taxpayer data gathered earlier in the process leads to a more consistent selection of quality returns for examination. Therefore, the return classification process will include new and unique case building tools that will improve analysis and enhanced decision-making by classification examiners.

Case building is the process of adding information (known as case building tools) to the case file, both from IRS and non-IRS sources, prior to the examiner contacting the taxpayer (if necessary). Many of the case building tools to be used are not new, but have been successfully used by various areas of the IRS. Centralizing this case building activity will improve the consistency and efficiency of return selection. Therefore, the case building operations will be centralized in the five Small Business/Self-Employed IRS Service Center Campuses.

This task order is written to obtain the services of a Contractor who shall provide a case building tool in the form of batched research of specified public records databases for a unique taxpayer identification number(s).

### **II. SCOPE**

Case building shall be conducted on two types of IRS taxpayer account: individual records and business records. Record definitions and research requirements for these records will be defined later in this document.

This is an indefinite delivery/indefinite quantity contract. The Contractor shall be capable of batch processing primary and secondary SSN (Social Security Number) and EIN (Employer Identification Number) requests on an as-needed basis. The number, size, and frequency of batch files may vary greatly.

### **III. DESCRIPTION OF WORK**

The IRS will require the Contractor to provide public records research on an as-needed basis. Generally, the IRS will submit at least one batch request file every week. Multiple IRS campuses will provide input files to the Contractor based on a mutually agreeable time schedule and designated according to agreed upon file naming conventions. The Contractor shall process and return the results of the research requests (in Primary SSN or EIN order) within five (5) business days of the request to the address of the requester. The return of the results files to the appropriate IRS campus will be accomplished in accordance with the agreed upon protocols between IRS and the Contractor platforms. The information to be returned to the IRS is described in detail in the sections below entitled, Description of Deliverables.

The IRS will work with the Contractor to identify the necessary inquiry file layouts and response file layouts that are compatible with both IRS and Contractor platforms. Suggested inquiry file layouts for both individual taxpayer requests and business taxpayer requests are described below. The inquiry file layout for individual taxpayer (SSN) requests has been tested and is determined to be acceptable to both parties. The inquiry file layout for business taxpayer (EIN) requests, however, has not been tested for compatibility. Therefore, when the IRS is ready to submit requests for business taxpayer (EIN) research, the IRS will send a test file comprised of approximately 100 EINs via the agreed upon protocols between IRS and Contractor platforms. The Contractor will perform the database research (as described in the Deliverable section below) and will return the results test file (in Primary EIN order) via the agreed upon protocols between IRS and Contractor platforms. Once the results test file has been successfully reviewed and analyzed, ensuring acceptable record layout, system testing for EIN requests is considered complete and will be certified ready to use by the COTR. The IRS will then begin transmitting real EIN files as described in the following sections.

The IRS shall provide the Contractor an ASCII fixed text file, using an input layout similar to that shown below, on a Compact Disc (CD) from which to perform the database research. Table 1 below depicts the suggested inquiry file layout for individual (SSN) requests. Table 2 depicts the suggested inquiry file layout for business (EIN) requests.

#### Batch Inquiry File Layout

**Table 1 - Suggested Individual Taxpayer Inquiry File Layout**

The following record layout represents the Standard Inquiry File. Files submitted for processing in the format below will not require conversion. This is the preferred method. Requests should be submitted in an ASCII fixed text file as described below.

Please provide all information available to you for the best results. Refer to each product for the minimum provided information required for each product.

<u>Field Name</u>	<u>Position</u>	<u>Description of Data</u>
1 Name Control	1, 4	First four characters of Primary Last Name
2 Primary Full Name	5, 39	Primary Taxpayer or Primary and Secondary Taxpayer combined name record
3 Primary SSN	40, 48	Primary Taxpayer SSN
4 Primary DOB	49, 56	Primary Taxpayer DOB
5 Address	57, 91	Address
6 City and State	92, 116	City and State
7 State	117, 118	Two Character State Abbreviation
8 Zip	119, 127	<i>9 digit Zip Code</i>
9 Secondary SSN	128, 137	Secondary Taxpayer SSN (Optional)
10 Secondary DOB	138, 144	Secondary Taxpayer DOB (Optional)
11 CR/LF	145, 146	Carriage Return/Line Feed
12 EOF Marker		Mark the End of the File

**Table 2- Suggested Business Taxpayer Inquiry File Layout**

The following record layout represents the Standard Inquiry File. Files submitted for processing in the format below will not require conversion. This is the preferred method. Requests should be submitted in an ASCII fixed text file as described below.

Please provide all information available to you for the best results. Refer to each product for the minimum provided information required for each product.

<u>Field Name</u>	<u>Position</u>	<u>Description of Data</u>
1 Business Name	1, 30	Business Name
2 FEIN	31, 39	Business Federal Employer Identification Number
3 Business Address	40, 69	Business Address
4 Business City	70, 30	Business City
5 Business State	100, 101	Business State
6 Business Zip	102, 110	Business Zip
10 CR/LF	111, 112	Carriage Return/Line Feed
11 EOF Marker		Mark the End of File



IRS will send records requesting searches on both the primary SSN and a secondary SSN within the same request. The record layout will contain a separate field for secondary SSN in addition to the primary SSN field. The Contractor will identify secondary SSN results by reference to the primary SSN in the results data file name, as described more fully in the following sections.

The Contractor shall provide the research results (in primary SSN/EIN order) on CD via FedEx Next Day service. The Contractor will return the original request CD with the response CD. The CD shipments shall be at no additional cost to the Government.

#### **IV. DESCRIPTION OF DELIVERABLES**

##### **Deliverable One: Report in Print Format on CD**

The Contractor shall create a response file using the same file name as the request file received from the IRS campus. The Contractor shall provide the response file on CD to the originating requesting campus. The response file will contain individual print-ready reports, in order of primary input SSN/EINs. The print-ready format on CD will enable the IRS to simply print the reports from the CD without further formatting needed.

##### **Deliverable Two: Data File**

At a later date, should IRS determine a need, the Contractor shall provide a response file containing structured data, in addition to print-ready reports. The data response file will contain raw XML output, ordered by primary input SSN/EIN, for use with IRS applications. Currently, IRS has no need for this data file, but the Contractor shall be prepared to provide the file upon request.

##### **Deliverable Three: Response File Summary Report**

The Contractor shall provide a Response File Summary Report, summarizing the activities and results found on the associated response file. At a minimum, this report will show the following:

Date Contractor Received Request File  
 Date Contractor returned available Response File  
 Total Number of records within the Request File  
 Total Number and List of SSN/EINs (primary SSN/EIN order) in which a response file (Deliverable One) was provided

Total Number and List of SSN/EINs (primary SSN/EIN order) in which there were no records found for the subject  
 Total Number of Searches performed (sum of primary & secondary SSN/EIN searches)

The Contractor shall provide the Response File Summary Report, with the data response file on CD, to the originating requester.

##### **Deliverable Four: Billing Summary Report**

The Contractor shall provide a Billing Summary Report/Search Transactions Report with each invoice that will match the period covered for the requested payment. This report will include the following:

Date: Four digit year/ Two digit month/Two digit day  
 Date Each Electronic File Received by Contractor: Four digit year/ Two digit month/Two digit day  
 Date Each Processed File is Transmitted back to IRS: Four digit year/ Two digit month/Two digit day  
 Total Number of Request Files

Total Number of Response Files  
 Total Number of Records within the Request File(s)  
 Total Number of Records returned within the Response File(s)  
 Total Number of Searches performed (sum of primary & secondary TIN searches)  
 Total Invoiced Matches

The Contractor shall provide one electronic copy of the report to the Task COTR.

## **V. DELIVERABLE REVIEW AND ACCEPTANCE**

All deliverables will be reviewed for adherence to the requirements of this statement of work. If the deliverables are not acceptable, the Contractor shall be informed in writing within 10 business days of the government's receipt of the deliverable that the deliverable has been rejected. The rejection notification will include all deficiencies. The Contractor shall make corrections within 5 business days.

## **VI. SECURITY**

The Contractor shall adhere to all the security and non-disclosure requirements of the base contract.

## **VII. PLACE OF PERFORMANCE**

Case Building Public Records Quick View search will be conducted at the Contractor's place of business.

## **VII. PLACE OF PERFORMANCE**

NRP Public Records search will be conducted at the Contractor's place of business.

## **VIII. PERIOD OF PERFORMANCE**

The period of performance for this task order will be one year from the issuance of the task order.

## **X. POINTS OF CONTACT**

TASK COTR: To be identified at task issuance.

IS TPOC: To be identified at task issuance.

IS TPOC: To be identified at task issuance.

SBSE TPOC: To be identified at task issuance.

## **D.5--MARITAL STATUS RESEARCH**

### **I. Background**

The Internal Revenue Service (IRS) needs to accurately determine whether married couples are living together but claiming Single or Unmarried Head of Household in order to claim the Earned Income Tax Credit (EITC).

This task order is written to obtain the services of a Contractor who shall provide information about an individual with data from multiple public sources

### **II. Scope**

Marital status research shall be conducted on one type of IRS taxpayer account: individual records. Record definitions and research requirements for these records will be defined later in this document.

The Contractor shall process approximately 35,000 primary SSN (Social Security Number) plus 35,000 secondary SSN requests.

### **III. Description of Work**

The IRS will require the Contractor to provide a public record search report on cases to be sent to the Contractor on October 22, 2004. The IRS will submit one batch file. Upon receipt, the Contractor shall process and return the results of the requests (in Primary SSN order) on CD within one week. The CD shipment shall be at no additional cost to the Government.

The contractor shall provide up to 4 distinct addresses for a specified six month period (e.g., from July 1, 2003 to December 31, 2003), for both the primary and secondary SSNs. With each address provided, The contractor will provide the date each address was updated and the source of each address. The source will be indicated by type of source, such as "composite ID", "credit report", or "telephone directory", not the specific information provider. The contractor will identify which address is the current address for both the primary and secondary SSN. If there is not an updated address within this period, the most current address, the date the address was last updated and the source of the address will be provided for both the primary and secondary SSN. In addition, The contractor will create a numeric indicator (0,1) to indicate if the address provided by the IRS is the current address.

The contractor shall provide a list of any persons of opposite gender within 14 years of age of the primary taxpayer at the address for which the contractor's research has determined to be the current address for the primary SSN.

The list will include name, age, SSN if available, source of data, and time period that the other persons lived at that address.

The contractor will create a key to indicate their confidence in whether the primary and secondary taxpayers are living together or not. The contractor will use a 1 to 5 scale and will populate the key. The contractor will use the same key to indicate their confidence in whether the primary taxpayer was married to any other person living at that address.

The Contractor shall receive an Excel spreadsheet similar to that shown below on a Compact Disc (CD).

The following record layout represents the Standard Inquiry File. Files submitted for processing in the format below will not require conversion. This is the preferred method. Requests will be submitted in an Excel Spreadsheet as described below.

<i>Field Name</i>	<u>Description of Data</u>
1 Client field	Field provided by client to append match key e.g. acct#
2 Last Name	Last Name
3 First Name	First Name
4 Middle Name	Middle Name
5 Primary SSN	Social Security Number (123456789) or (123-45-6789)
6 DOB	Date of Birth mm/dd/yyyy or mmdyyy
7 Address	Address
8 City	City
9 State	State abbreviation
10 ZIP	12345-1234 or 123451234
11 Secondary Last Name	Last Name of Secondary TP
12 Secondary First Name	First Name of Secondary TP
13 Secondary Middle Name/Initial	Middle Name/Initial of Secondary TP
14 Address	Last known Address of Secondary TP
15 City	City
16 State	State abbreviation
17 ZIP	12345-1234 or 123451234
18 Secondary SSN	Social Security Number (123456789) or (123-45-6789)
19 DOB	Date of Birth mm/dd/yyyy or mmdyyy

**Required minimum input criteria: Client field, Full Name and Full Address, Date of Birth and Primary SSN**

IRS will send a record requesting searches on both the primary SSN and a secondary SSN, if available, within the same request. The record layout will contain a separate field for secondary SSN in addition to the primary SSN field.

The Contractor shall provide the research results (in primary SSN order) on CD via FedEx. The CD shipment shall be at no additional cost to the Government.

#### **IV. DESCRIPTION OF DELIVERABLES**

**Deliverable One: Report in ASCII Fixed Text File on CD.**

The Contractor shall create a response file using the same file name as the request file. The response file shall be in primary SSN order and in ASCII fixed text with record length = 1792a print format on CD. The print format on CD shall allow the IRS to simply print the reports from the CD and the reports will look similar to the following: The record layout should be as follows:

Field Name	Position	Length	Description	Values
Primary SSN	1	11		
Secondary SSN	12	11		
Contractor Rating	23	1		1 to 5 Scale set by The contractor
Same Address Indicator - Primary SSN	24	1		0=Updated Address Found 1=Address IRS provided matches current The contractor data

Old Address Indicator - Primary SSN	25	1		0=Address found from 7/01/03 to 12/31/03 1=Address prior to 7/01/03
Primary Address 1	26	50		
Primary City 1	76	30		
Primary State 1	106	2		
Primary Zip 1	108	10		
Date Primary Address 1	118	10	MM/DD/YYYY	
Source Primary Address 1	128	50		Examples - Comp Id, Credit Header, Telephone, Phone Directory (R-Box)
Primary Address 2	178	50		
Primary City 2	228	30		
Primary State 2	258	2		
Primary Zip 2	260	10		
Date Primary Address 2	270	10	MM/DD/YYYY	
Source Primary Address 2	280	50		Examples - Comp Id, Credit Header, Telephone, Phone Directory (R-Box)
Primary Address 3	330	50		
Primary City 3	380	30		
Primary State 3	410	2		
Primary Zip 3	412	10		
Date Primary Address 3	422	10	MM/DD/YYYY	
Source Primary Address 3	432	50		Examples - Comp Id, Credit Header, Telephone, Phone Directory (R-Box)
Primary Address 4	482	50		
Primary City 4	532	30		
Primary State 4	562	2		
Primary Zip 4	564	10		
Date Primary Address 4	574	10	MM/DD/YYYY	
Source Primary Address 4	584	50		Examples - Comp Id, Credit Header, Telephone, Phone Directory (R-Box)
Same Address Indicator - Secondary SSN	634	1		0=Updated Address Found 1=Address IRS provided matches current The contractor data
Old Address Indicator - Secondary SSN	635	1		0=Address found from 7/01/03 to 12/31/03 1=Address prior to 7/01/03
Secondary Address 1	636	50		
Secondary City 1	686	30		
Secondary State 1	716	2		
Secondary Zip 1	718	10		
Date Secondary Address 1	728	10		
Source Secondary Address 1	738	50		Examples - Comp Id, Credit Header, Telephone, Phone, Phone Directory (R-Box)
Secondary Address 2	788	50		
Secondary City 2	838	30		
Secondary State 2	868	2		
Secondary Zip 2	870	10		
Date Secondary Address 2	880	10	MM/DD/YYYY	

Source Secondary Address 2	890	50		Examples - Comp Id, Credit Header, Telephone, Phone Directory (R-Box)
Secondary Address 3	940	50		
Secondary City 3	990	30		
Secondary State 3	1020	2		
Secondary Zip 3	1022	10		
Date Secondary Address 3	1032	10	MM/DD/YYYY	
Source Secondary Address 3	1042	50		Examples - Comp Id, Credit Header, Telephone, Phone Directory (R-Box)
Secondary Address 4	1092	50		
Secondary City 4	1142	30		
Secondary State 4	1172	2		
Secondary Zip 4	1174	10		
Date Secondary Address 4	1184	10	MM/DD/YYYY	
Source Secondary Address 4	1194	50		Examples - Comp Id, Credit Header, Telephone, Phone Directory (R-Box)
Total number of Others at Address	1244	2		
Other SSN 1	1246	11		
Other Last Name 1	1257	50		
Other First Name 1	1307	50		
Other Date of Birth 1	1357	10		
Date Other Address 1	1367	10		
Source Other Address 1	1377	50		
Rank Other 1	1427	1		1 to 5 Scale set by The contractor
Other SSN 2	1428	11		
Other Last Name 2	1439	50		
Other First Name 2	1489	50		
Other Date of Birth 2	1539	10		
Date Other Address 2	1549	10		
Source Other Address 2	1559	50		
Rank Other 2	1609	1		1 to 5 Scale set by The contractor
Other SSN 3	1610	11		
Other Last Name 3	1621	50		
Other First Name 3	1671	50		
Other Date of Birth 3	1721	10		
Date Other Address 3	1731	10		
Source Other Address 3	1741	50		
Rank Other 3	1791	1		1 to 5 Scale set by The contractor

The Contractor shall provide a CD copy of the ASCII fixed text file to Karen Masken at the address provided in Section IX.

#### **Deliverable Two: Response File Summary Report**

The Contractor shall provide a Response File Summary Report, summarizing the activities and results found on the associated response file. At a minimum, this report will show the following:

- Date Contractor Received Request File
- Date Contractor made available Response File
- Total Number of records within the Request File

- Total Number and List of SSNs (primary SSN order) in which a response file (Deliverable One) was provided
- Total Number and List of SSNs (primary SSN order) in which there were no records found for the SSN
- Total Number of Searches performed (sum of primary & secondary SSN searches)

NOTE: This report may be modified based on the Contractor's proposal.

The Contractor shall provide a copy of the Response File Summary Report to Karen Masken, with the data file., address provided in Section IX.

### **Deliverable Three: Billing Summary Report**

The Contractor shall provide a Billing Summary Report with the invoice that will match the period covered for the requested payment. This report will include the following:

Date: Four digit year/ Two digit month/Two digit day

Contract Number:

Period covered by this Billing Summary Report

Period Covered by this Billing Summary Report:

**NOTE: All data following will be specific to the period covered as noted above.**

Date Each Electronic File Received by Contractor: Four-digit year/ two-digit month/Two digit day

Date Each Processed File is transmitted back to IRS: Four-digit year/ two-digit month/Two digit day

- Total Number of Request Files
- Total Number of Response Files
- Total Number of Records within the Request File(s)
- Total Number of Records returned within the Response File(s)
- Total Number of Searches performed (sum of primary & secondary TIN searches)
- Total Invoiced Matches

The Contractor shall provide three hard copies and one electronic copy of the report to the Task COTR, Lani Andrew at the address provided in Section IX.

NOTE: This report may be modified based on the Contractor's proposal.

### **V. Deliverable Review and Acceptance**

All deliverables will be reviewed for adherence to the requirements of this statement of work. If the deliverables are not acceptable, the Contractor shall be informed in writing within 10 business days of the government's receipt of the deliverable that the deliverable has been rejected. The rejection notification will include all deficiencies. The Contractor shall make corrections within 5 business days.

### **VI. Security**

The Contractor shall adhere to all the security and non-disclosure requirements of the base contract, Treasury/IRS 34.037, the IRS Audit Trail and Security Records System cover any audit logs for the records.

### **VII. PLACE OF PERFORMANCE**

The marital status search will be conducted at the Contractor 's place of business.

**VIII. PERIOD OF PERFORMANCE**

The period of performance for this task order will be one year from the issuance of the task order.

**X. POINTS OF CONTACT**

TASK COTR: To be identified at task issuance.

IS TPOC: To be identified at task issuance.

IS TPOC: To be identified at task issuance.

SBSE TPOC: To be identified at task issuance.



## ***SOW ATTACHMENT E.1--PHYSICAL SECURITY REQUIREMENT***

### **Restricted Area**

A restricted area is an area to which entry is restricted to authorized personnel (individuals assigned to the area). All restricted areas must either meet secured area criteria, security room criteria or provisions must be made to store protectable items in appropriate containers during non-duty hours. The use of restricted areas is an effective method for eliminating unnecessary traffic through critical areas, thereby reducing the opportunity for unauthorized disclosure or theft of tax information.

Restricted areas will be prominently posted and separated from non-restricted areas by physical barriers which control access. The number of entrances will be kept to a minimum. The main entrance will be controlled by locating the desk of a responsible employee at the entrance to assure that only authorized personnel, with an official need, enter. Lesser-used entrances should have cameras or electronic intrusion detection devices to monitor access.

A restricted area register will be maintained at a designated entrance to the restricted area, and all visitors (persons not assigned to the area) entering the area will be directed to the designated entrance. Visitors entering the area, will enter (in ink) in the register: their name, signature, assigned work area, escort, purpose for entry, and time and date of entry.

The entry control monitor will verify the identity of visitors by comparing the name and signature entered in the register, with the name and signature of some type of photo identification card, such as a driver's license. When leaving the area, the entry control monitor or escort will enter the visitor's time of departure.

Each restricted area register will be closed out at the end of each month, and reviewed by the area supervisor/manager. It is recommended that the register be reviewed by a second level of management. Each review should determine the need for access for each individual.

To facilitate the entry of employees who have a frequent and continuing need to enter a restricted area, but are not assigned to the area, an Authorized Access List (AAL) can be maintained. Each month a new Authorized Access List will be prepared, dated and approved by the restricted area supervisor. Generally individuals on the AAL should not be required to sign in and the monitor should not be required to make an entry in the Restricted Area Register. If there is any doubt as to the identity of the individual prior to permitting entry, the entry control clerk will verify the identity prior to permitting entry.

### **Security Room**

A security room is a room (the primary purpose of which is to store protected items) which has been constructed to resist forced entry. The entire room must be enclosed by slab-to-slab walls constructed of approved materials - masonry brick, dry wall, etc. - and supplemented by periodic inspection. All doors for entering the room must be locked in accordance with requirements set forth in Section 6.7, "Locking Systems for Secured Areas and Security Rooms," and entrance limited to specifically authorized personnel. Door hinge pins must be nonremovable or installed on the inside of the room.

In addition, any glass in doors or walls will be security glass [a minimum of two layers of 1/8-inch plate glass with .060 inch (1/32) vinyl interlayer. Nominal thickness shall be 5/16 inch.] Plastic glazing material is not acceptable.

Vents or louvers will be protected by an Underwriters' Laboratory (UL) approved electronic intrusion detection system which will annunciate at a protection console, UL approved central station or local police station and given top priority for guard/police response during any alarm situation.

Cleaning and maintenance should be performed in the presence of an employee authorized to enter the room.

### **Secured Area/Secured Perimeter**

Secured areas are internal areas which have been designed to prevent undetected entry by unauthorized persons during non-duty hours. Secured perimeter/secured area must meet the following minimum standards:

Enclosed by slab-to-slab walls constructed of approved materials and supplemented by periodic inspection or other approved protection methods; or any lesser type partition supplemented by UL approved electronic intrusion detection and fire detection systems

Unless electronic intrusion detection devices are utilized, all doors entering the space must be locked, and strict key or combination control should be exercised.

In the case of a fence and gate, the fence must have intrusion detection devices or be continually guarded and the gate must be either guarded or locked with intrusion alarms.

The space when cleaned must be during duty hours in the presence of a regularly assigned employee.

### **Containers**

The term container includes all file cabinets (both vertical and lateral), safes, supply cabinets, open and closed shelving or desk and credenza drawers, carts or any other piece of office equipment designed for the storage of files, documents, papers, or equipment. Some of these containers are designed for storage only, and do not provide protection (e.g., open shelving). For purposes of providing protection, containers can be grouped into three general categories - locked containers; security containers; and, safes or vaults.

#### **Locked Container**

A lockable container is a commercially available or prefabricated metal cabinet or box with riveted or welded seams or metal desks with lockable drawers. The locked mechanism may be either a built in key or a hasp and lock.

#### **Security Container**

Security containers are metal containers that are lockable and have a tested resistance to penetration. To maintain the integrity of the security container, key locks should have only two keys and strict control of the keys is mandatory; combinations will be given only to those individuals who have a need to access the container. Security containers include the following:

Metal lateral key lock files.

Metal lateral files equipped with lock bars on both sides and secured with security padlocks.

Metal pull drawer cabinets with center or off-center lock bars secured by security padlocks.

Key lock "Mini Safes" properly mounted with appropriate key control.

If the central core of a security container lock is replaced with a non-security lock core, then the container no longer qualifies as a security container.

### **Safes/Vaults**

A safe is a GSA approved container of Class I, IV, or V; or an Underwriters laboratories Listings of TRTL-30, TRTL-60, or TXTL-60. A vault is a hardened room with typical construction of reinforced concrete floors, walls and ceilings, utilizes UL approved vault doors and meets GSA specifications.

### **Locks**

The lock is the most accepted and widely used security device for protecting installations and activities, personnel data, tax data, classified material and government and personal property. All containers, rooms, buildings, and facilities containing vulnerable or sensitive items should be locked when not in actual use. However, regardless of their quality or cost, locks should be considered as delay devices only, and not complete deterrents. Therefore, the locking system must be planned and used in conjunction with other security measures.

A periodic inspection should be made on all locks to determine each locking mechanism's effectiveness, to detect tampering, and to make replacements.

## **SOW ATTACHMENT E.2--COMPUTER SECURITY REQUIREMENT**

### **Trusted Computing Base (TCB)**

The totality of protection mechanisms within a computer system -- including hardware, firmware, and software -- the combination of which is responsible for enforcing a security policy. A TCB consists of one or more components that together enforce a unified security policy over a product or system. The ability of a TCB to correctly enforce a security policy depends solely on the mechanisms within the TCB and on the correct input by system administration personnel of parameters (e.g., a users clearance) related to the security policy.

### **SECURITY POLICY**

(1) OBJECT REUSE. --A means of preventing unauthorized access by clearing all protected information on objects before they are allocated or reallocated out of or into the system. If an object, such as a disk, tape or storage devices which may be used for printing, file servers, etc., is to be taken out of a system and made available for other uses, it must be cleared of all protected information. This does not include tapes/disks which are used to store data for reuse in the same program or tapes/disks which are specifically assigned to a single program and to which only individuals with the same authorizations and need-to-know have access to the data. Objects being allocated into the system also must not contain residual protected data which other users may access.

(2) DISCRETIONARY ACCESS CONTROL (DAC). --A means of restricting access to objects based on the identity and need-to-know of the users and/or groups to which they belong. All computer systems with Federal tax information must have, as a minimum, discretionary access control.

### **ACCOUNTABILITY**

(1) IDENTIFICATION/AUTHENTICATION. --Ensure individual accountability through identification and authentication of each individual system user. Identification and authentication is often accomplished with user ID's and passwords. Passwords must be constructed, protected, and administered in accordance with current Federal standards. The current standard is Federal Information Processing Standards Publication (FIPS PUB) 112, "Password Usage." FIPS publications are sold by the National Technical Information Service, U.S. Department of Commerce, 5285 Port Royal Road, Springfield, VA. 22161. The system may use any method which uniquely identifies users and requires proof of identity before accessing the system. Identification/authentication must be an auditable function.

(2) AUDIT. -- Maintain an audit trail of accesses to the objects and data it protects. The audit trail is a systemic record that is sufficient to enable reconstruction and/or review of activities related to operations, procedures, or events occurring on that system. Audit trails must, at a minimum, be able to record log-in attempts, password changes, and file creations, changes and/or deletions. The audit trail must be protected in such a way that it can not be changed by the user. Audit trails must be reviewed regularly by supervisory, security, or other authorized agency individuals who are not the regular program users. If contractors are authorized, they may be allowed to audit the system. However, the agency must have some review and control procedure to ensure audit trails are being examined regularly. Anomalies must be reported to appropriate supervisory and/or security personnel for follow-up action.

### **ASSURANCE**

(1) SYSTEM ARCHITECTURE. --The Trusted Computer Base (TCB) shall maintain a domain for its own execution that protects it from external interference or tampering (e.g., by modification of its code or data structures). Resources controlled by the TCB may be a defined subset of the subjects and objects in the ADP

system. The TCB shall isolate the resources to be protected so that they are subject to the access control and auditing requirements.

(2) SYSTEM INTEGRITY. --Hardware and /or software features shall be provided that can be used to periodically validate the correct operation of the on-site hardware and firmware elements of the TCB.

(3) SECURITY TESTING. --The security mechanisms of the ADP system shall be tested and found to work as claimed in the system documentation. Testing shall be found to assure that there are no obvious ways for an unauthorized user to bypass or other wise defeat the security protection mechanisms of the TCB. Testing shall also include a search for obvious flaws that would allow violation of resource isolation, or that would permit unauthorized access to the audit or authentication data.

## **DOCUMENTATION**

(1) SECURITY FEATURES USER'S GUIDE. --A single summary, chapter, or manual in user documentation shall describe the protection mechanisms provided by the TCB, guidelines on their use, and how they interact with one another.

(2) TRUSTED FACILITY MANUEL. -- A manual addressed to the ADP system administrator shall present cautions about functions and privileges that should be controlled when running a secure facility. The procedures for examining and maintaining the audit files as well as the detailed audit record structure for each type of audit event shall be given.

(3) TEST DOCUMENTATION. --The system developer shall provide to the evaluators a document that describes the test plan, test procedures that show how the security mechanisms were tested, and results of the security, mechanism's functional testing.

(4) DESIGN DOCUMENTATION- Documentation shall be available that provides a description of the manufacturer's philosophy of protection and an explanation of how this philosophy is translated into the TCB. If the TCB is composed of distinct modules, the interfaces between these modules shall be described.

## **SOW ATTACHMENT E.3--PHYSICAL AND COMPUTER SECURITY REPORTING REQUIREMENT**

*Note: 'Agency' and/or 'agencies' refers to any entity (Federal, state, local governments and/or contractors) receiving Federal Tax Information.*

### **General**

IRC 6103(p)(4)(E) requires agencies receiving Federal Tax Information (FTI) to file a report that describes the procedures established and used for ensuring the confidentiality of the information received from the IRS. The Safeguard Procedures Report (SPR) is a record of how FTI is processed by the agency; it states how it is protected from unauthorized disclosure by that agency.

Annually thereafter, the agency shall file a Safeguard Activity Report (SAR). This report advises the IRS of minor changes to the procedures or safeguards described in the SPR. It also advises the IRS of future actions that will affect the agency's safeguard procedures, summarizes the current efforts to ensure the confidentiality of the FTI, and finally, certifies that the agency is protecting FTI pursuant to IRC 6103 (p) (4) and the agency's own security requirements.

### **Safeguard Procedures Report**

The SPR must be on letterhead, signed by the head of the agency or delegate, dated, and contain the following information:

#### **1. Responsible Officer(s)**

The name, title, address, and telephone number of the official authorized to request Federal tax information from the IRS.

The name, title, address, and telephone number of the official responsible for implementation of the safeguard procedures.

#### **2. Location of the Data**

An organizational chart or narrative description of the receiving agency, that includes all functions where FTI will be processed or maintained. If the information is to be used or processed by more than one function, then the pertinent information must be included for each function

#### **3. Flow of the Data**

A chart or narrative describing the flow of FTI through the agency from its receipt through its return to the IRS or its destruction, how it is used or processed, and how it is protected along the way. (See specific safeguard requirements below.) Indicate if FTI is commingled or transcribed into data kept by the agency.

#### 4. System of Records

A description of the permanent record(s) used to document requests for, receipt of, distribution of (if applicable), and disposition (return to IRS or destruction) of the FTI (including tapes or cartridges). Agencies are expected to be able to provide an “audit trail” for information requested and received, including any copies or distribution beyond the original document/media.

#### 5. Secure Storage of the Data

A description of the security measures employed to provide secure storage for the data when it is not in current use. Secure storage encompasses such diverse considerations as locked files or containers, secured facilities, key or combination controls, off-site storage, and restricted areas.

#### 6. Limiting Access to the Data

A description of the procedures or safeguards employed to ensure access to FTI is limited to those individuals who are authorized access and have a need-to-know. Describe how the information will be protected from unauthorized access when in use by the authorized recipient(s).

The physical barriers to unauthorized access should be described (including the security features of the facilities where FTI is used or processed) and systemic or procedural barriers.

#### 7. Disposal

A description of the method(s) of disposal of the different types of FTI provided by the IRS when not returned to the IRS. The IRS will request a written report that documents the method of destruction and the that records were destroyed. (See “4” above.)

#### 8. Computer Security

All automated information systems and networks that process, store, or transmit sensitive but unclassified information (FTI), must meet or exceed the requirements for Controlled Access Protection (C2) as evaluated by the NIST. When transmitting FTI, encryption or guided media must be employed

##### *A. Microprocessors and Mainframe Systems (Tier I)*

Describe the systemic controls employed to ensure compliance with the C2 level of access control.

Additional comments regarding the safeguards employed to ensure the protection of the computer system are also appropriate, including security features of the facility.

##### *B. LANS, WANS, Internet, etc. (Tier II)*

Describe in detail the security precautions undertaken if the agency’s computer systems are connected or planned to be connected to other systems. Controls must

be established according to guidelines from the NIST.

*C. Personal Computer/Notebook/Laptops (Tier III)*

In the event that FTI is (or is likely to be) used or processed by agency employees on personal computers, the safeguard Procedures Report must include procedures for ensuring that all data is safeguarded from unauthorized access or disclosure. Include the procedures to be employed to ensure secure storage of the disks and the data, limit access to the disk(s), or computer screens and destruction of the data.

9. Agency Disclosure Awareness Program

Each agency receiving FTI should have an awareness program that annually notifies all employees having access to FTI of the confidentiality provisions of the IRC, a definition of what returns and return information is, and the civil and criminal sanctions for unauthorized inspection or disclosure. A description of the formal program should be included in the SPR.

### **Submission of Safeguard Procedures Report**

The Contractor shall submit this report to the Government within forty-five (45) days of contract award.

Annual Safeguard Activity Report

The SAR must be on letterhead, signed by the head of the agency or delegate, and contain the following information:

1. Changes to Information or Procedures Previously Reported

- A. Responsible Officers or Employees
- B. Functional Organizations Using the Data
- C. Computer Facilities or Equipment and System Security – Changes or Enhancements
- D. Physical Security – Changes or Enhancements
- E. Retention or Disposal Policy or Methods

2. Current Annual Period Safeguard Activities

A. Agency Disclosure Awareness Program

Describe the efforts to inform all employees having access to FTI of the confidentiality requirements of the IRC, the agency's/contractor's security requirements and the sanctions imposed for unauthorized inspection or disclosure of return information.

*B. Reports of Internal Inspections*



Copies of a representative sampling of the Inspection Reports and a narrative of the corrective actions taken (or planned) to correct any deficiencies, should be included with the annual SAR.

### *C. Disposal of FTI*

Report the disposal or the return of FTI to the IRS or source. The information should be adequate to identify the material destroyed and the date and manner of destruction.

### 3. Actions on Safeguard Review Recommendations

The agency shall report all actions taken, or being initiated, regarding recommendations in the Final Safeguard Review Report issued as a result of the latest safeguard review.

### 4. Planned Actions Affecting Safeguard Procedures

Any planned action that would create a major change to current procedures or safeguard considerations should be reported. Such major changes would include, but are not limited to, new computer equipment, facilities or systems, or use of contractors (as permitted by law or regulation) to do programming, processing or administrative services requiring access to FTI.

### Submission Dates for the Safeguard Activity Report

The Contractor shall submit this report to the Government for the calendar year by January 31 of the following year.

## **SOW ATTACHMENT F: GLOSSARY**

ACS	Automated Collection System
ActiveX	Microsoft Corporation's answer to Java. ActiveX is a stripped down Object Linking and Embedding (OLE) designed to run over slow Internet links.
Batch Processing	A group of search requests to be completed in a single program run.
Business Name Association	The business name association would advise the user of the existence of alternate names by which the same entity might be referred. For example, ABC, Inc. is a corporation trading as 'Alphabet Soup'. A search for either 'ABC, Inc.' or 'Alphabet Soup' would result in the alternative name being reported to the user.
CD-ROMs	Compact Disc Read Only Memory: A non-volatile optical storage medium using the same physical format as audio compact discs, readable by a computer with a CD-ROM drive.
CLIN	Contract Line Item Number.
COTR	Contracting Officer's Technical Representative. The COTR serves as the liaison between the contractor and the IRS, and monitors the contract to ensure both parties are meeting its terms.
Encryption Software	Software that uses a procedure to convert plaintext into ciphertext in order to prevent any but the intended recipient from reading the data.
Firewall	Used on networks to provide added security by blocking access to certain services in the private network from the rest of the Internet, in the same way that a firewall in a building keeps a fire from spreading.
Full Credit Report – Domestic	Information generated by a consumer reporting agency about consumers residing in the United States of America, providing information on credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor establishing the consumer's eligibility for: Credit; Insurance to be used primarily for personal, family or household purposes; employment purposes; or any purpose authorized under Section 604 of the Fair Credit Reporting Act.
Full Credit Report – International	Information generated by a consumer reporting agency about consumers residing outside the United States of America, providing information on credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor establishing the consumer's eligibility for: Credit; Insurance to be used primarily for personal, family or household purposes; employment purposes; or any purpose authorized under Section 604 of the Fair Credit Reporting Act.
Full Search	A search of all the databases available under the contract, as opposed to a more limited search, as is required under other CLIN's or in a batch processing environment.
ICS	Integrated Collection System. ICS is a UNIX program used by the Collection Division which provides a network of internal case inventory information.

Indicators	Indicators are alphabetic and/or numeric indicators used within the IRS to specify conditions that are generated either systemically, during our own processing operations, or manually, through the input of a transaction code. These are included as examples in the RFP only to reiterate that no <b>non-date</b> values may be stored in any date-specific field.
Interactive Searches	Real Time searches in which the contractor provides not only requested search information, but also gives the user the ability to modify the search criteria that was previously input. An Interactive Search might also suggest alternative searches that might be requested.
Internet	A loose confederation of networks around the world, the networks that make up the Internet are connected through several backbone networks. The Internet grew out of the U.S. Government project ARPAnet project and is specifically designed to have no central governing authority or '>root' mode.
Intranet	Any network which provides similar services within an organization to those provided by the Internet outside it but which is not necessarily connected to the Internet. The most common use a commercial browser and web server which allows the Intranet to provide a simple, uniform hypertext interface to many kinds of information and application programs.
IRM	Internal Revenue Manual. The IRM contains the policies and procedures for all aspects of the various organizations and programs of the Internal Revenue Service.
Java applets	Applications for the Internet that are developed as 'platform independent' using the Java programming language.
Platform	The means by which a user gains access to the contractor's database. This could refer to the user's operating system, or to the connection method being used by the user.
Real Time	A user is logged into the contractor's service. Search requests input by the user are immediately processed, and responses are immediately returned to the user. There is no substantial 'turn-around time' as would be expected in a batch-processing situation.
Search	Request for information from the contractor's database. A search request will generally consist of a Taxpayer Identification Number (TIN) or name.
Secure	Employing techniques for ensuring that data transmitted by or stored in a computer cannot be read or compromised.
State Department of Motor Vehicles Records	Data provided via Department of Motor Vehicle (DMV) records varies from state to state, depending on what information a state is willing to supply. In general, DMV records would include vehicle ownership records, owner addresses, plate numbers, Vehicle Identification Numbers (VIN's), and driver's license numbers. Driving record information is not typically available, nor is it expected in this contract. For the purposes of this contract, DMV records would be classified as Personal Property information.
System Administrator	Administrative official responsible for the review and dissemination of Billing Validation Reports for all territories within a specific geographic area. At the time of award, System Administrators' coverage areas will coincide with the current Regional Structure of the IRS.

TIN	Taxpayer Identification Number. This is either a Social Security Number (for individuals) or an Employer Identification Number (for businesses).
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<b>SECTION II--CONTRACT LINE ITEM PRICES</b>
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[Contract line item prices will be proposed in the MS Excel Spreadsheet format provided. Depending on the contract line items that an offeror decides to propose on, the contract line item number (CLIN) structure and the proposed prices will be added to the resulting contract.]

Digit Position	CLIN Structure
	Value
1	Contract Year (0-4)
2	General Package = 1; Law Enforcement Package = 2; Batch Processing Package = 3
3 & 4	2 digit Identifier for level of access (number of concurrent users)

**General Package**

CLIN	Description	Unit of Issue	Unit Price
0101	Base Period - 100 Concurrent Users	LO	\$
0102	Base Period - 125 Concurrent Users	LO	\$
0103	Base Period - 150 Concurrent Users	LO	\$
0104	Base Period - 175 Concurrent Users	LO	\$
0105	Base Period - 200 Concurrent Users	LO	\$
0106	Base Period - 225 Concurrent Users	LO	\$
0107	Base Period - 250 Concurrent Users	LO	\$
0108	Base Period - 275 Concurrent Users	LO	\$
0109	Base Period - Each additional 25 users above 275 Concurrent Users	EA	\$
0110	Base Period - Unlimited Access	LO	\$
1101	First Option Period - 100 Concurrent Users	LO	\$
1102	First Option Period - 125 Concurrent Users	LO	\$
1103	First Option Period - 150 Concurrent Users	LO	\$
1104	First Option Period - 175 Concurrent Users	LO	\$
1105	First Option Period - 200 Concurrent Users	LO	\$
1106	First Option Period - 225 Concurrent Users	LO	\$
1107	First Option Period - 250 Concurrent Users	LO	\$
1108	First Option Period - 275 Concurrent Users	LO	\$
1109	First Option Period - Each additional 25 users above 275 Concurrent Users	EA	\$
1110	First Option Period - Unlimited Access	LO	\$
2101	Second Option Period - 100 Concurrent Users	LO	\$
2102	Second Option Period - 125 Concurrent Users	LO	\$
2103	Second Option Period - 150 Concurrent Users	LO	\$
2104	Second Option Period - 175 Concurrent Users	LO	\$
2105	Second Option Period - 200 Concurrent Users	LO	\$
2106	Second Option Period - 225 Concurrent Users	LO	\$
2107	Second Option Period - 250 Concurrent Users	LO	\$
2108	Second Option Period - 275 Concurrent Users	LO	\$
2109	Second Option Period - Each additional 25 users above 275 Concurrent Users	EA	\$
2110	Second Option Period - Unlimited Access	LO	\$
3101	Third Option Period - 100 Concurrent Users	LO	\$
3102	Third Option Period - 125 Concurrent Users	LO	\$

3103	Third Option Period - 150 Concurrent Users	LO	\$
3104	Third Option Period - 175 Concurrent Users	LO	\$
3105	Third Option Period - 200 Concurrent Users	LO	\$
3106	Third Option Period - 225 Concurrent Users	LO	\$
3107	Third Option Period - 250 Concurrent Users	LO	\$
3108	Third Option Period - 275 Concurrent Users	LO	\$
3109	Third Option Period - Each additional 25 users above 275 Concurrent Users	EA	\$
3110	Third Option Period - Unlimited Access	LO	\$
4101	Fourth Option Period - 100 Concurrent Users	LO	\$
4102	Fourth Option Period - 125 Concurrent Users	LO	\$
4103	Fourth Option Period - 150 Concurrent Users	LO	\$
4104	Fourth Option Period - 175 Concurrent Users	LO	\$
4105	Fourth Option Period - 200 Concurrent Users	LO	\$
4106	Fourth Option Period - 225 Concurrent Users	LO	\$
4107	Fourth Option Period - 250 Concurrent Users	LO	\$
4108	Fourth Option Period - 275 Concurrent Users	LO	\$
4109	Fourth Option Period - Each additional 25 users above 275 Concurrent Users	EA	\$
4110	Fourth Option Period - Unlimited Access	LO	\$

**Law Enforcement Package**

CLIN	Description	Unit of Issue	Unit Price
0201	Base Period - 50 Concurrent Users	LO	\$
0202	Base Period - 75 Concurrent Users	LO	\$
0203	Base Period - 100 Concurrent Users	LO	\$
0204	Base Period - 125 Concurrent Users	LO	\$
0205	Base Period - 150 Concurrent Users	LO	\$
0206	Base Period - 175 Concurrent Users	LO	\$
0207	Base Period - 200 Concurrent Users	LO	\$
0208	Base Period - 225 Concurrent Users	LO	\$
0209	Base Period - Each additional 25 users above 225 Concurrent Users	EA	\$
0210	Base Period - Unlimited Access	LO	\$
1201	First Option Period - 50 Concurrent Users	LO	\$
1202	First Option Period - 75 Concurrent Users	LO	\$
1203	First Option Period - 100 Concurrent Users	LO	\$
1204	First Option Period - 125 Concurrent Users	LO	\$
1205	First Option Period - 150 Concurrent Users	LO	\$
1206	First Option Period - 175 Concurrent Users	LO	\$
1207	First Option Period - 200 Concurrent Users	LO	\$
1208	First Option Period - 225 Concurrent Users	LO	\$
1209	First Option Period - Each additional 25 users above 225 Concurrent Users	EA	\$
1210	First Option Period - Unlimited Access	LO	\$
2201	Second Option Period - 50 Concurrent Users	LO	\$
2202	Second Option Period - 75 Concurrent Users	LO	\$
2203	Second Option Period - 100 Concurrent Users	LO	\$
2204	Second Option Period - 125 Concurrent Users	LO	\$
2205	Second Option Period - 150 Concurrent Users	LO	\$
2206	Second Option Period - 175 Concurrent Users	LO	\$
2207	Second Option Period - 200 Concurrent Users	LO	\$

2208	Second Option Period - 225 Concurrent Users	LO	\$
2209	Second Option Period - Each additional 25 users above 225 Concurrent Users	EA	\$
2210	Second Option Period - Unlimited Access	LO	\$
3201	Third Option Period - 50 Concurrent Users	LO	\$
3202	Third Option Period - 75 Concurrent Users	LO	\$
3203	Third Option Period - 100 Concurrent Users	LO	\$
3204	Third Option Period - 125 Concurrent Users	LO	\$
3205	Third Option Period - 150 Concurrent Users	LO	\$
3206	Third Option Period - 175 Concurrent Users	LO	\$
3207	Third Option Period - 200 Concurrent Users	LO	\$
3208	Third Option Period - 225 Concurrent Users	LO	\$
3209	Third Option Period - Each additional 25 users above 225 Concurrent Users	EA	\$
3210	Third Option Period - Unlimited Access	LO	\$
4201	Fourth Option Period - 50 Concurrent Users	LO	\$
4202	Fourth Option Period - 75 Concurrent Users	LO	\$
4203	Fourth Option Period - 100 Concurrent Users	LO	\$
4204	Fourth Option Period - 125 Concurrent Users	LO	\$
4205	Fourth Option Period - 150 Concurrent Users	LO	\$
4206	Fourth Option Period - 175 Concurrent Users	LO	\$
4207	Fourth Option Period - 200 Concurrent Users	LO	\$
4208	Fourth Option Period - 225 Concurrent Users	LO	\$
4209	Fourth Option Period - Each additional 25 users above 225 Concurrent Users	EA	\$
4210	Fourth Option Period - Unlimited Access	LO	\$

### **Batch Processing Package - Telephone Number Research (TNR)**

CLIN	Description	Unit of Issue	Unit Price
0301	Base Period - Telephone Number Research (TNR) - up to 2000000 Requests	MO	\$
0302	Base Period - Telephone Number Research (TNR) - up to 2500000 Requests	MO	\$
0303	Base Period - Telephone Number Research (TNR) - up to 3000000 Requests	MO	\$
0304	Base Period - Telephone Number Research (TNR) - up to 3500000 Requests	MO	\$
0305	Base Period - Telephone Number Research (TNR) - up to 4000000 Requests	MO	\$
0306	Base Period - Telephone Number Research (TNR) - up to 4500000 Requests	MO	\$
0307	Base Period - Telephone Number Research (TNR) - up to 5000000 Requests	MO	\$
0308	Base Period - Telephone Number Research (TNR) - Each request over 2000000	EA	\$
0309	Base Period - Telephone Number Research (TNR) - Each request over 2500000	EA	\$
0310	Base Period - Telephone Number Research (TNR) - Each request over 3000000	EA	\$
0311	Base Period - Telephone Number Research (TNR) - Each request over 3500000	EA	\$
0312	Base Period - Telephone Number Research (TNR) - Each request over 4000000	EA	\$
0313	Base Period - Telephone Number Research (TNR) - Each request over 4500000	EA	\$
0314	Base Period - Telephone Number Research (TNR) - Each request over 5000000	EA	\$
1301	First Option Period - Telephone Number Research (TNR) - up to 2000000 Requests	MO	\$
1302	First Option Period - Telephone Number Research (TNR) - up to 2500000 Requests	MO	\$
1303	First Option Period - Telephone Number Research (TNR) - up to 3000000 Requests	MO	\$
1304	First Option Period - Telephone Number Research (TNR) - up to 3500000 Requests	MO	\$
1305	First Option Period - Telephone Number Research (TNR) - up to 4000000 Requests	MO	\$
1306	First Option Period - Telephone Number Research (TNR) - up to 4500000 Requests	MO	\$
1307	First Option Period - Telephone Number Research (TNR) - up to 5000000 Requests	MO	\$
1308	First Option Period - Telephone Number Research (TNR) - Each request over	EA	\$

	2000000		
1309	First Option Period - Telephone Number Research (TNR) - Each request over 2500000	EA	\$
1310	First Option Period - Telephone Number Research (TNR) - Each request over 3000000	EA	\$
1311	First Option Period - Telephone Number Research (TNR) - Each request over 3500000	EA	\$
1312	First Option Period - Telephone Number Research (TNR) - Each request over 4000000	EA	\$
1313	First Option Period - Telephone Number Research (TNR) - Each request over 4500000	EA	\$
1314	First Option Period - Telephone Number Research (TNR) - Each request over 5000000	EA	\$
2301	Second Option Period - Telephone Number Research (TNR) - up to 2000000 Requests	MO	\$
2302	Second Option Period - Telephone Number Research (TNR) - up to 2500000 Requests	MO	\$
2303	Second Option Period - Telephone Number Research (TNR) - up to 3000000 Requests	MO	\$
2304	Second Option Period - Telephone Number Research (TNR) - up to 3500000 Requests	MO	\$
2305	Second Option Period - Telephone Number Research (TNR) - up to 4000000 Requests	MO	\$
2306	Second Option Period - Telephone Number Research (TNR) - up to 4500000 Requests	MO	\$
2307	Second Option Period - Telephone Number Research (TNR) - up to 5000000 Requests	MO	\$
2308	Second Option Period - Telephone Number Research (TNR) - Each request over 2000000	EA	\$
2309	Second Option Period - Telephone Number Research (TNR) - Each request over 2500000	EA	\$
2310	Second Option Period - Telephone Number Research (TNR) - Each request over 3000000	EA	\$
2311	Second Option Period - Telephone Number Research (TNR) - Each request over 3500000	EA	\$
2312	Second Option Period - Telephone Number Research (TNR) - Each request over 4000000	EA	\$
2313	Second Option Period - Telephone Number Research (TNR) - Each request over 4500000	EA	\$
2314	Second Option Period - Telephone Number Research (TNR) - Each request over 5000000	EA	\$
3301	Third Option Period - Telephone Number Research (TNR) - up to 2000000 Requests	MO	\$
3302	Third Option Period - Telephone Number Research (TNR) - up to 2500000 Requests	MO	\$
3303	Third Option Period - Telephone Number Research (TNR) - up to 3000000 Requests	MO	\$
3304	Third Option Period - Telephone Number Research (TNR) - up to 3500000 Requests	MO	\$
3305	Third Option Period - Telephone Number Research (TNR) - up to 4000000 Requests	MO	\$
3306	Third Option Period - Telephone Number Research (TNR) - up to 4500000 Requests	MO	\$
3307	Third Option Period - Telephone Number Research (TNR) - up to 5000000 Requests	MO	\$
3308	Third Option Period - Telephone Number Research (TNR) - Each request over 2000000	EA	\$
3309	Third Option Period - Telephone Number Research (TNR) - Each request over 2500000	EA	\$
3310	Third Option Period - Telephone Number Research (TNR) - Each request over 3000000	EA	\$



3311	Third Option Period - Telephone Number Research (TNR) - Each request over 3500000	EA	\$
3312	Third Option Period - Telephone Number Research (TNR) - Each request over 4000000	EA	\$
3313	Third Option Period - Telephone Number Research (TNR) - Each request over 4500000	EA	\$
3314	Third Option Period - Telephone Number Research (TNR) - Each request over 5000000	EA	\$
4301	Fourth Option Period - Telephone Number Research (TNR) - up to 2000000 Requests	MO	\$
4302	Fourth Option Period - Telephone Number Research (TNR) - up to 2500000 Requests	MO	\$
4303	Fourth Option Period - Telephone Number Research (TNR) - up to 3000000 Requests	MO	\$
4304	Fourth Option Period - Telephone Number Research (TNR) - up to 3500000 Requests	MO	\$
4305	Fourth Option Period - Telephone Number Research (TNR) - up to 4000000 Requests	MO	\$
4306	Fourth Option Period - Telephone Number Research (TNR) - up to 4500000 Requests	MO	\$
4307	Fourth Option Period - Telephone Number Research (TNR) - up to 5000000 Requests	MO	\$
4308	Fourth Option Period - Telephone Number Research (TNR) - Each request over 2000000	EA	\$
4309	Fourth Option Period - Telephone Number Research (TNR) - Each request over 2500000	EA	\$
4310	Fourth Option Period - Telephone Number Research (TNR) - Each request over 3000000	EA	\$
4311	Fourth Option Period - Telephone Number Research (TNR) - Each request over 3500000	EA	\$
4312	Fourth Option Period - Telephone Number Research (TNR) - Each request over 4000000	EA	\$
4313	Fourth Option Period - Telephone Number Research (TNR) - Each request over 4500000	EA	\$
4314	Fourth Option Period - Telephone Number Research (TNR) - Each request over 5000000	EA	\$

**Batch Processing Package - Address Research (ADR)**

CLIN	Description	Unit of Issue	Unit Price
0315	Base Period - Address Research (ADR) - up to 1500000 Requests	MO	\$
0316	Base Period - Address Research (ADR) - up to 2000000 Requests	MO	\$
0317	Base Period - Address Research (ADR) - up to 2500000 Requests	MO	\$
0318	Base Period - Address Research (ADR) - up to 3000000 Requests	MO	\$
0319	Base Period - Address Research (ADR) - up to 3500000 Requests	MO	\$
0320	Base Period - Address Research (ADR) - up to 4000000 Requests	MO	\$
0321	Base Period - Address Research (ADR) - up to 4500000 Requests	MO	\$
0322	Base Period - Address Research (ADR) - Each request over 1500000	EA	\$
0323	Base Period - Address Research (ADR) - Each request over 2000000	EA	\$
0324	Base Period - Address Research (ADR) - Each request over 2500000	EA	\$
0325	Base Period - Address Research (ADR) - Each request over 3000000	EA	\$
0326	Base Period - Address Research (ADR) - Each request over 3500000	EA	\$
0327	Base Period - Address Research (ADR) - Each request over 4000000	EA	\$
0328	Base Period - Address Research (ADR) - Each request over 4500000	EA	\$

1315	First Option Period - Address Research (ADR) - up to 1500000 Requests	MO	\$
1316	First Option Period - Address Research (ADR) - up to 2000000 Requests	MO	\$
1317	First Option Period - Address Research (ADR) - up to 2500000 Requests	MO	\$
1318	First Option Period - Address Research (ADR) - up to 3000000 Requests	MO	\$
1319	First Option Period - Address Research (ADR) - up to 3500000 Requests	MO	\$
1320	First Option Period - Address Research (ADR) - up to 4000000 Requests	MO	\$
1321	First Option Period - Address Research (ADR) - up to 4500000 Requests	MO	\$
1322	First Option Period - Address Research (ADR) - Each request over 1500000	EA	\$
1323	First Option Period - Address Research (ADR) - Each request over 2000000	EA	\$
1324	First Option Period - Address Research (ADR) - Each request over 2500000	EA	\$
1325	First Option Period - Address Research (ADR) - Each request over 3000000	EA	\$
1326	First Option Period - Address Research (ADR) - Each request over 3500000	EA	\$
1327	First Option Period - Address Research (ADR) - Each request over 4000000	EA	\$
1328	First Option Period - Address Research (ADR) - Each request over 4500000	EA	\$
2315	Second Option Period - Address Research (ADR) - up to 1500000 Requests	MO	\$
2316	Second Option Period - Address Research (ADR) - up to 2000000 Requests	MO	\$
2317	Second Option Period - Address Research (ADR) - up to 2500000 Requests	MO	\$
2318	Second Option Period - Address Research (ADR) - up to 3000000 Requests	MO	\$
2319	Second Option Period - Address Research (ADR) - up to 3500000 Requests	MO	\$
2320	Second Option Period - Address Research (ADR) - up to 4000000 Requests	MO	\$
2321	Second Option Period - Address Research (ADR) - up to 4500000 Requests	MO	\$
2322	Second Option Period - Address Research (ADR) - Each request over 1500000	EA	\$
2323	Second Option Period - Address Research (ADR) - Each request over 2000000	EA	\$
2324	Second Option Period - Address Research (ADR) - Each request over 2500000	EA	\$
2325	Second Option Period - Address Research (ADR) - Each request over 3000000	EA	\$
2326	Second Option Period - Address Research (ADR) - Each request over 3500000	EA	\$
2327	Second Option Period - Address Research (ADR) - Each request over 4000000	EA	\$
2328	Second Option Period - Address Research (ADR) - Each request over 4500000	EA	\$
3315	Third Option Period - Address Research (ADR) - up to 1500000 Requests	MO	\$
3316	Third Option Period - Address Research (ADR) - up to 2000000 Requests	MO	\$
3317	Third Option Period - Address Research (ADR) - up to 2500000 Requests	MO	\$
3318	Third Option Period - Address Research (ADR) - up to 3000000 Requests	MO	\$
3319	Third Option Period - Address Research (ADR) - up to 3500000 Requests	MO	\$
3320	Third Option Period - Address Research (ADR) - up to 4000000 Requests	MO	\$
3321	Third Option Period - Address Research (ADR) - up to 4500000 Requests	MO	\$
3322	Third Option Period - Address Research (ADR) - Each request over 1500000	EA	\$
3323	Third Option Period - Address Research (ADR) - Each request over 2000000	EA	\$
3324	Third Option Period - Address Research (ADR) - Each request over 2500000	EA	\$
3325	Third Option Period - Address Research (ADR) - Each request over 3000000	EA	\$
3326	Third Option Period - Address Research (ADR) - Each request over 3500000	EA	\$
3327	Third Option Period - Address Research (ADR) - Each request over 4000000	EA	\$
3328	Third Option Period - Address Research (ADR) - Each request over 4500000	EA	\$
4315	Fourth Option Period - Address Research (ADR) - up to 1500000 Requests	MO	\$
4316	Fourth Option Period - Address Research (ADR) - up to 2000000 Requests	MO	\$
4317	Fourth Option Period - Address Research (ADR) - up to 2500000 Requests	MO	\$
4318	Fourth Option Period - Address Research (ADR) - up to 3000000 Requests	MO	\$
4319	Fourth Option Period - Address Research (ADR) - up to 3500000 Requests	MO	\$
4320	Fourth Option Period - Address Research (ADR) - up to 4000000 Requests	MO	\$
4321	Fourth Option Period - Address Research (ADR) - up to 4500000 Requests	MO	\$

4322	Fourth Option Period - Address Research (ADR) - Each request over 1500000	EA	\$
4323	Fourth Option Period - Address Research (ADR) - Each request over 2000000	EA	\$
4324	Fourth Option Period - Address Research (ADR) - Each request over 2500000	EA	\$
4325	Fourth Option Period - Address Research (ADR) - Each request over 3000000	EA	\$
4326	Fourth Option Period - Address Research (ADR) - Each request over 3500000	EA	\$
4327	Fourth Option Period - Address Research (ADR) - Each request over 4000000	EA	\$
4328	Fourth Option Period - Address Research (ADR) - Each request over 4500000	EA	\$

**Batch Processing Package - National Research Program (NRP)**

CLIN	Description	Unit of Issue	Unit Price
0329	Base Period - National Research Program (NRP) - up to 25000 Requests	MO	\$
0330	Base Period - National Research Program (NRP) - up to 50000 Requests	MO	\$
0331	Base Period - National Research Program (NRP) - up to 75000 Requests	MO	\$
0332	Base Period - National Research Program (NRP) - up to 100000 Requests	MO	\$
0333	Base Period - National Research Program (NRP) - up to 125000 Requests	MO	\$
0334	Base Period - National Research Program (NRP) - up to 150000 Requests	MO	\$
0335	Base Period - National Research Program (NRP) - up to 175000 Requests	MO	\$
0336	Base Period - National Research Program (NRP) - Each request over 25000	EA	\$
0337	Base Period - National Research Program (NRP) - Each request over 50000	EA	\$
0338	Base Period - National Research Program (NRP) - Each request over 75000	EA	\$
0339	Base Period - National Research Program (NRP) - Each request over 100000	EA	\$
0340	Base Period - National Research Program (NRP) - Each request over 125000	EA	\$
0341	Base Period - National Research Program (NRP) - Each request over 150000	EA	\$
0342	Base Period - National Research Program (NRP) - Each request over 175000	EA	\$
1329	First Option Period - National Research Program (NRP) - up to 25000 Requests	MO	\$
1330	First Option Period - National Research Program (NRP) - up to 50000 Requests	MO	\$
1331	First Option Period - National Research Program (NRP) - up to 75000 Requests	MO	\$
1332	First Option Period - National Research Program (NRP) - up to 100000 Requests	MO	\$
1333	First Option Period - National Research Program (NRP) - up to 125000 Requests	MO	\$
1334	First Option Period - National Research Program (NRP) - up to 150000 Requests	MO	\$
1335	First Option Period - National Research Program (NRP) - up to 175000 Requests	MO	\$
1336	First Option Period - National Research Program (NRP) - Each request over 25000	EA	\$
1337	First Option Period - National Research Program (NRP) - Each request over 50000	EA	\$
1338	First Option Period - National Research Program (NRP) - Each request over 75000	EA	\$
1339	First Option Period - National Research Program (NRP) - Each request over 100000	EA	\$
1340	First Option Period - National Research Program (NRP) - Each request over 125000	EA	\$
1341	First Option Period - National Research Program (NRP) - Each request over 150000	EA	\$
1342	First Option Period - National Research Program (NRP) - Each request over 175000	EA	\$
2329	Second Option Period - National Research Program (NRP) - up to 25000 Requests	MO	\$
2330	Second Option Period - National Research Program (NRP) - up to 50000 Requests	MO	\$
2331	Second Option Period - National Research Program (NRP) - up to 75000 Requests	MO	\$
2332	Second Option Period - National Research Program (NRP) - up to 100000 Requests	MO	\$
2333	Second Option Period - National Research Program (NRP) - up to 125000 Requests	MO	\$
2334	Second Option Period - National Research Program (NRP) - up to 150000 Requests	MO	\$
2335	Second Option Period - National Research Program (NRP) - up to 175000 Requests	MO	\$
2336	Second Option Period - National Research Program (NRP) - Each request over 25000	EA	\$
2337	Second Option Period - National Research Program (NRP) - Each request over 50000	EA	\$
2338	Second Option Period - National Research Program (NRP) - Each request over 75000	EA	\$
2339	Second Option Period - National Research Program (NRP) - Each request over 100000	EA	\$

2340	Second Option Period - National Research Program (NRP) - Each request over 125000	EA	\$
2341	Second Option Period - National Research Program (NRP) - Each request over 150000	EA	\$
2342	Second Option Period - National Research Program (NRP) - Each request over 175000	EA	\$
3329	Third Option Period - National Research Program (NRP) - up to 25000 Requests	MO	\$
3330	Third Option Period - National Research Program (NRP) - up to 50000 Requests	MO	\$
3331	Third Option Period - National Research Program (NRP) - up to 75000 Requests	MO	\$
3332	Third Option Period - National Research Program (NRP) - up to 100000 Requests	MO	\$
3333	Third Option Period - National Research Program (NRP) - up to 125000 Requests	MO	\$
3334	Third Option Period - National Research Program (NRP) - up to 150000 Requests	MO	\$
3335	Third Option Period - National Research Program (NRP) - up to 175000 Requests	MO	\$
3336	Third Option Period - National Research Program (NRP) - Each request over 25000	EA	\$
3337	Third Option Period - National Research Program (NRP) - Each request over 50000	EA	\$
3338	Third Option Period - National Research Program (NRP) - Each request over 75000	EA	\$
3339	Third Option Period - National Research Program (NRP) - Each request over 100000	EA	\$
3340	Third Option Period - National Research Program (NRP) - Each request over 125000	EA	\$
3341	Third Option Period - National Research Program (NRP) - Each request over 150000	EA	\$
3342	Third Option Period - National Research Program (NRP) - Each request over 175000	EA	\$
4329	Fourth Option Period - National Research Program (NRP) - up to 25000 Requests	MO	\$
4330	Fourth Option Period - National Research Program (NRP) - up to 50000 Requests	MO	\$
4331	Fourth Option Period - National Research Program (NRP) - up to 75000 Requests	MO	\$
4332	Fourth Option Period - National Research Program (NRP) - up to 100000 Requests	MO	\$
4333	Fourth Option Period - National Research Program (NRP) - up to 125000 Requests	MO	\$
4334	Fourth Option Period - National Research Program (NRP) - up to 150000 Requests	MO	\$
4335	Fourth Option Period - National Research Program (NRP) - up to 175000 Requests	MO	\$
4336	Fourth Option Period - National Research Program (NRP) - Each request over 25000	EA	\$
4337	Fourth Option Period - National Research Program (NRP) - Each request over 50000	EA	\$
4338	Fourth Option Period - National Research Program (NRP) - Each request over 75000	EA	\$
4339	Fourth Option Period - National Research Program (NRP) - Each request over 100000	EA	\$
4340	Fourth Option Period - National Research Program (NRP) - Each request over 125000	EA	\$
4341	Fourth Option Period - National Research Program (NRP) - Each request over 150000	EA	\$
4342	Fourth Option Period - National Research Program (NRP) - Each request over 175000	EA	\$

#### **Batch Processing Package - Exam Case Building requirements**

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
0343	Base Period - Exam Case Building requirements - up to 100000 Requests	MO	\$
0344	Base Period - Exam Case Building requirements - up to 125000 Requests	MO	\$
0345	Base Period - Exam Case Building requirements - up to 150000 Requests	MO	\$
0346	Base Period - Exam Case Building requirements - up to 175000 Requests	MO	\$
0347	Base Period - Exam Case Building requirements - up to 200000 Requests	MO	\$
0348	Base Period - Exam Case Building requirements - up to 225000 Requests	MO	\$
0349	Base Period - Exam Case Building requirements - up to 250000 Requests	MO	\$
0350	Base Period - Exam Case Building requirements - Each request over 100000	EA	\$
0351	Base Period - Exam Case Building requirements - Each request over 125000	EA	\$
0352	Base Period - Exam Case Building requirements - Each request over 150000	EA	\$
0353	Base Period - Exam Case Building requirements - Each request over 175000	EA	\$
0354	Base Period - Exam Case Building requirements - Each request over 200000	EA	\$
0355	Base Period - Exam Case Building requirements - Each request over 225000	EA	\$
0356	Base Period - Exam Case Building requirements - Each request over 250000	EA	\$

[illegible]

4349	Fourth Option Period - Exam Case Building requirements - up to 250000 Requests	MO	\$
4350	Fourth Option Period - Exam Case Building requirements - Each request over 100000	EA	\$
4351	Fourth Option Period - Exam Case Building requirements - Each request over 125000	EA	\$
4352	Fourth Option Period - Exam Case Building requirements - Each request over 150000	EA	\$
4353	Fourth Option Period - Exam Case Building requirements - Each request over 175000	EA	\$
4354	Fourth Option Period - Exam Case Building requirements - Each request over 200000	EA	\$
4355	Fourth Option Period - Exam Case Building requirements - Each request over 225000	EA	\$
4356	Fourth Option Period - Exam Case Building requirements - Each request over 250000	EA	\$

**Batch Processing Package - Marital Status Research**

CLIN	Description	Unit of Issue	Unit Price
0357	Base Period - Marital Status Research - up to 50000 Requests	MO	\$
0358	Base Period - Marital Status Research - up to 75000 Requests	MO	\$
0359	Base Period - Marital Status Research - up to 100000 Requests	MO	\$
0360	Base Period - Marital Status Research - up to 125000 Requests	MO	\$
0361	Base Period - Marital Status Research - up to 150000 Requests	MO	\$
0362	Base Period - Marital Status Research - up to 175000 Requests	MO	\$
0363	Base Period - Marital Status Research - up to 200000 Requests	MO	\$
0364	Base Period - Marital Status Research - Each request over 50000	EA	\$
0365	Base Period - Marital Status Research - Each request over 75000	EA	\$
0366	Base Period - Marital Status Research - Each request over 100000	EA	\$
0367	Base Period - Marital Status Research - Each request over 125000	EA	\$
0368	Base Period - Marital Status Research - Each request over 150000	EA	\$
0369	Base Period - Marital Status Research - Each request over 175000	EA	\$
0370	Base Period - Marital Status Research - Each request over 200000	EA	\$
1357	First Option Period - Marital Status Research - up to 50000 Requests	MO	\$
1358	First Option Period - Marital Status Research - up to 75000 Requests	MO	\$
1359	First Option Period - Marital Status Research - up to 100000 Requests	MO	\$
1360	First Option Period - Marital Status Research - up to 125000 Requests	MO	\$
1361	First Option Period - Marital Status Research - up to 150000 Requests	MO	\$
1362	First Option Period - Marital Status Research - up to 175000 Requests	MO	\$
1363	First Option Period - Marital Status Research - up to 200000 Requests	MO	\$
1364	First Option Period - Marital Status Research - Each request over 50000	EA	\$
1365	First Option Period - Marital Status Research - Each request over 75000	EA	\$
1366	First Option Period - Marital Status Research - Each request over 100000	EA	\$
1367	First Option Period - Marital Status Research - Each request over 125000	EA	\$
1368	First Option Period - Marital Status Research - Each request over 150000	EA	\$
1369	First Option Period - Marital Status Research - Each request over 175000	EA	\$
1370	First Option Period - Marital Status Research - Each request over 200000	EA	\$
2357	Second Option Period - Marital Status Research - up to 50000 Requests	MO	\$
2358	Second Option Period - Marital Status Research - up to 75000 Requests	MO	\$
2359	Second Option Period - Marital Status Research - up to 100000 Requests	MO	\$
2360	Second Option Period - Marital Status Research - up to 125000 Requests	MO	\$
2361	Second Option Period - Marital Status Research - up to 150000 Requests	MO	\$
2362	Second Option Period - Marital Status Research - up to 175000 Requests	MO	\$
2363	Second Option Period - Marital Status Research - up to 200000 Requests	MO	\$
2364	Second Option Period - Marital Status Research - Each request over 50000	EA	\$
2365	Second Option Period - Marital Status Research - Each request over 75000	EA	\$
2366	Second Option Period - Marital Status Research - Each request over 100000	EA	\$

2367	Second Option Period - Marital Status Research - Each request over 125000	EA	\$
2368	Second Option Period - Marital Status Research - Each request over 150000	EA	\$
2369	Second Option Period - Marital Status Research - Each request over 175000	EA	\$
2370	Second Option Period - Marital Status Research - Each request over 200000	EA	\$
3357	Third Option Period - Marital Status Research - up to 50000 Requests	MO	\$
3358	Third Option Period - Marital Status Research - up to 75000 Requests	MO	\$
3359	Third Option Period - Marital Status Research - up to 100000 Requests	MO	\$
3360	Third Option Period - Marital Status Research - up to 125000 Requests	MO	\$
3361	Third Option Period - Marital Status Research - up to 150000 Requests	MO	\$
3362	Third Option Period - Marital Status Research - up to 175000 Requests	MO	\$
3363	Third Option Period - Marital Status Research - up to 200000 Requests	MO	\$
3364	Third Option Period - Marital Status Research - Each request over 50000	EA	\$
3365	Third Option Period - Marital Status Research - Each request over 75000	EA	\$
3366	Third Option Period - Marital Status Research - Each request over 100000	EA	\$
3367	Third Option Period - Marital Status Research - Each request over 125000	EA	\$
3368	Third Option Period - Marital Status Research - Each request over 150000	EA	\$
3369	Third Option Period - Marital Status Research - Each request over 175000	EA	\$
3370	Third Option Period - Marital Status Research - Each request over 200000	EA	\$
4357	Fourth Option Period - Marital Status Research - up to 50000 Requests	MO	\$
4358	Fourth Option Period - Marital Status Research - up to 75000 Requests	MO	\$
4359	Fourth Option Period - Marital Status Research - up to 100000 Requests	MO	\$
4360	Fourth Option Period - Marital Status Research - up to 125000 Requests	MO	\$
4361	Fourth Option Period - Marital Status Research - up to 150000 Requests	MO	\$
4362	Fourth Option Period - Marital Status Research - up to 175000 Requests	MO	\$
4363	Fourth Option Period - Marital Status Research - up to 200000 Requests	MO	\$
4364	Fourth Option Period - Marital Status Research - Each request over 50000	EA	\$
4365	Fourth Option Period - Marital Status Research - Each request over 75000	EA	\$
4366	Fourth Option Period - Marital Status Research - Each request over 100000	EA	\$
4367	Fourth Option Period - Marital Status Research - Each request over 125000	EA	\$
4368	Fourth Option Period - Marital Status Research - Each request over 150000	EA	\$
4369	Fourth Option Period - Marital Status Research - Each request over 175000	EA	\$
4370	Fourth Option Period - Marital Status Research - Each request over 200000	EA	\$

### SECTION III-- CONTRACT CLAUSES

#### ***1. CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (52.212-4)(OCT 2003)***

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;



- (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(6) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(7) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

## ***2. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (52.212-5)(JUNE 2004)***

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

  X   (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

       (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

       (ii) Alternate I (Mar 1999) of 52.219-5.

       (iii) Alternate II (June 2003) of 52.219-5.

       (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

       (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

X (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

X (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

\_\_\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

\_\_\_ (21) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (22) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

\_\_\_ (23) (i) 52.225-3, Buy American Act –Free Trade Agreement – Israeli Trade Act (Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77,108-78).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (24) 52.225-5, Trade Agreements (June 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of

Foreign Assets Control of the Department of the Treasury).

\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (30) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (32) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, et seq.).

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(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.



(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

### **3. ORDERING (52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the performance period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

### **4. INDEFINITE QUANTITY (52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order.

The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30th, 2010.

(End of Clause)

**5. EVALUATION OF OPTIONS (52.217-5)(JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

**6. OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

**7. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)  
APPOINTMENT AND AUTHORITY(1052.201-70) (APR 2004)**

(a) The contracting officer's technical representative is  
TO BE DETERMINED.

(b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
  - (2) constitutes a change as defined in the clause entitled "Changes";
  - (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
  - (6) directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

## **8. CONTRACTING OFFICER**

The contracting officer designated for administering this contract is Joe Gregory.

## **9. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (IRSAP 1052.242-9000)(SEP 2000)**

### **a. Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained via the Internet at [http://ocm.od.nih.gov/cdmp/cps\\_contractor.htm](http://ocm.od.nih.gov/cdmp/cps_contractor.htm).

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

[End of clause]

**10. DISCLOSURE OF INFORMATION-SAFEGUARDS (IRSAP 1052.224-9000A)  
(JAN 1998)**

In performance of this contract, the Contractor agrees to comply and assume responsibility for compliance by its employees with the following requirements:

- (1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.
- (3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.2498), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of clause]

**11. DISCLOSURE OF INFORMATION--SAFEGUARDS (IRSAP 1052.224-9000B)**

***(JAN 1998)***

In performing the services described herein, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

- (1) The films or photo impressions and reproductions made therefrom shall be used only for the purpose of carrying out the provisions of this contract and information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- (2) All the services shall be performed under the supervision of the contractor or his/her responsible employees.
- (3) All material received for processing and all processed and reproduced material shall be kept in a locked and fireproof compartment in a secure place when not being worked upon.
- (4) All spoilage of reproductions made from the film or photo impressions supplied to the contractor shall be destroyed and a written statement under the penalties of perjury shall be submitted to the Contracting Officer that such destruction has been accomplished.
- (5) All film, photo impressions, and reproductions made therefrom shall be submitted to the Internal Revenue Service by personal delivery, express mail, first-class mail, parcel post, or bonded carrier.
- (6) Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspection or disclosure shall be addressed to the Contracting Officer.
- (7) Should the contractor or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR-52.249-8), incorporated herein by reference, may be invoked, and the contractor will be considered to be in breach of this contract.

[End of clause]

***12. DISCLOSURE OF INFORMATION--SAFEGUARDS (IRSAP 1052.224-9000C)***  
***(JAN 1998)***

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his/her employees with the following requirements:

- (1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the contractor at the time the IRS work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.
- (5) Any spoilage or any intermediate hard copy printout which may result during the processing of IRS data shall be given to the IRS Contracting Officer or his/her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and shall provide the IRS Contracting Officer or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) No work involving information furnished under this contract will be subcontracted without the specific approval of the IRS Contracting Officer.
- (7) All computer systems processing, storing and transmitting tax data must meet or exceed computer access protection controls (C2). To meet C2 requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation. All security features must be available (object reuse, audit trails, identification/authentication, and discretionary access control) and activated to protect against unauthorized use of and access to tax information.
- (8) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the

(9) Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of clause]

**13. DISCLOSURE OF "OFFICIAL USE ONLY" INFORMATION SAFEGUARDS  
(IRSAP 1052.224-9001)(DEC 1988)**

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

[End of clause]

**14. DISCLOSURE OF INFORMATION--CRIMINAL/CIVIL SANCTIONS  
(IRSAP 1052.224-9001A)(JAN 1998)**

(1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of



prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

[End of clause]

***15. DISCLOSURE OF INFORMATION-OFFICIAL USE ONLY (IRSAP 1052.224-9001B)  
(DEC 1988)***

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

[End of clause]

***16. DISCLOSURE OF INFORMATION--INSPECTION (IRSAP 1052.224-9002)  
(DEC 1988)***

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

[End of clause]

**17. TASK/DELIVERY ORDER CONTRACT OMBUDSMAN (IRSAP 1052.216-9000)  
(MAR 1996)**

- (a) In accordance with 41 U.S.C. 253j(e), the IRS Task/Delivery Order Contract Ombudsman is the Chief, Policy and Procedures Branch, Office of Procurement Policy.
- (b) Ombudsman responsibilities:
  - (1) address contractor concerns regarding compliance with the award procedures for task/delivery orders;
  - (2) review contractor complaints on task/delivery order contracts;
  - (3) ensure all contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with 41 U.S.C. 253j(b); and
  - (4) when requested, maintain strict confidentiality of the contractor/vendor requesting assistance.
- (c) Exceptions:  
The Ombudsman shall not participate in:
  - (1) the evaluation of proposals submitted on the basic contract;
  - (2) the source selection process on the basic contract; or
  - (3) the adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.
- (d) Interested parties may contact the Task/Delivery Order Contract Ombudsman by calling the Office of Procurement Policy at (202) 283-1310 or in writing at:

Internal Revenue Service  
Office of Procurement Policy A:P:P  
6009 Oxon Hill Road  
Oxon Hill, MD 20745

[End of clause]

**18. CONTRACT LEVEL MINIMUM AND MAXIMUM ORDER AMOUNT**

As prescribed by FAR 16.504(a)(4)(ii), the contract level minimum and maximum order amounts are as set forth below. Since this solicitation may result in a separate award for the online research package and the batch processing package, two separate sets of contract level minimum and maximum amounts are identified.

For the **ONLINE RESEARCH PACKAGE**, the Government shall order a minimum of \$500,000 over the life of the contract. The maximum amount that can be ordered over the life of the contract for the online research package is \$40,000,000.

For the **BATCH PROCESSING PACKAGE**, the Government shall order a minimum of \$250,000 over the life of the contract. The maximum amount that can be ordered over the life of the contract for the batch processing package is \$20,000,000.

**19. ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (MAY 2001)**

Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum.

If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses: Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or in the case of custom Electronic and Information Technology (EIT) being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm and the contractor shall reimburse the Government for any expenses incurred thereby.

For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

**20. YEAR 2000 WARRANTY -- COMMERCIAL SUPPLY PRODUCTS (IRSAP 1052.239-9002)(JUL 1997)**

The contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products

as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within the time period consistent with this contract's Inspection clause(s). Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

[End of clause]

## SECTION IV-- INSTRUCTIONS AND EVALUATION FACTORS

### ***1. INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FAR 52.212-1)(JAN 2004)***

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D

700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone at (215) 697\_2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.



(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(7) As authorized by FAR 12.301(b)(1), additional instructions are provided in the addendum to 52.212-1.

(End of Provision)

## **2. ADDENDUM TO 52.212-1-- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS**

The Offeror shall clearly present information adequate to evaluate fully each of the evaluation criteria at **52.212-2 EVALUATION -- COMMERCIAL ITEMS** of this solicitation. Offerors must propose on the online research package (which includes general and the law enforcement packages). Offeror may also propose on the batch processing package. The Government intends to evaluate the batch processing package separately from the online research package, which could potentially result in two separate contract awards. In the event that the same offeror is found to be most advantageous in all the evaluated areas, the Government will award a single contract for purposes of administrative efficiency.

Questions may be submitted in writing via email to Sandy Shin at [SANDY.SHIN@IRS.GOV](mailto:SANDY.SHIN@IRS.GOV). All questions must be received in writing by no later than December 20, 2004, at 4:00 pm EST.

The proposal shall consist of two separate volumes. Volume I is the Price and Business Proposal. Volume II is the Technical Proposal. The instructions are as follows for each volume:

**VOLUME I/PRICE AND BUSINESS PROPOSAL.** Volume I shall include the price proposal, representations and certifications, and the subcontracting plan.

**A. PRICE PROPOSAL.** Offerors are not required to propose on all CLINs. However, to the extent that an offeror chooses to propose on a particular package, i.e. Online Research Package, and Batch Processing Package, the offerors must propose to the full set of CLINS, with the exception of the unlimited access CLIN which is optional. Proposed prices must be (1) fully loaded firm fixed CLIN prices; (1) propose to the full SOW requirement for the package inclusive of all highly desirable features identified in the offerors technical proposal and also training.

The offerors price proposal shall consist of the prices entered into the excel spreadsheet file that is named "Pricing.xls". The first three worksheets identified as *General Package*, *Law Enforcement Package*, and *Batch Processing Package*, are the worksheets in which the individual prices must be entered. These prices will automatically feed into the Pricing Evaluation Model (PEM) and the CLIN prices that will eventually be incorporated into any resulting contract. The quantities used in developing the PEM are reflected in Exhibit D in Section VI of this solicitation. The pricing evaluation models will consist of an evaluated price

for the online research (PEM 1) and the batch processing (PEM 2) The total evaluated price for PEM 1 will be the total proposed amount for the general package and the law enforcement package added together. The total evaluated price for PEM 2 will be calculated by adding together the proposed prices for each batch processing representative task.

In entering the data, offerors may not modify any aspect of the spreadsheet other than to: (1) enter prices in the respective cells and (2) to increase the column widths to display values (if necessary).

Offerors are required to submit proposals on a “flat rate” firm fixed price basis for each individual unit CLIN price. Each package identified in the spreadsheet is divided into separate pricing levels representing different levels of usage for each contract year.

For the General Package and Law Enforcement Package, pricing is broken out by the number of “Concurrent users”, which is defined as the total number of employees online or accessing a single locator service simultaneously and also includes an optional line item for unlimited access.

For the Batch Processing Package, pricing is broken out by various potential volume levels. If the IRS requests more Batch Processes than the annually agreed upon maximum for a line item, the cost for these additional searches will be at the rate for the other searches in that price band.

The IRS intends to accept offers only for complete packages - no consideration will be given to offers on items less than any one entire package.

The pricing tables contain an estimate of baseline access volumes and/or concurrent users for the first year and the four subsequent option years. **The baseline usage levels will be used for price evaluation purposes.**

#### **B. SUBCONTRACTING PLAN**

(NOTE: Subcontracting plans are not required from offerors that are considered to be small business concerns)

Prepare and submit a small business and small disadvantaged business subcontracting plan, as prescribed in FAR 52.219-9 and outlined in SECTION VI--SUBCONTRACTING PLAN OUTLINE. The subcontracting plan must be accepted by the Government prior to award, and shall be made a part of any resulting contract.

#### **C. REPRESENTATIONS AND CERTIFICATIONS**

Offerors shall provide a completed Section V--Representations and Certifications as part of its price and business proposal.

### **VOLUME II/TECHNICAL AND PAST PERFORMANCE PROPOSAL**

Proposal Volume II shall be submitted in accordance with the instructions set forth below. It should be prepared simply and economically, providing a straightforward, concise, delineation of the information provided to satisfy the requirements below.

(a) General.

Each Offeror's Technical Proposal portion of Volume II shall have a maximum number of 75 double-spaced pages that the Technical Evaluation Panel will evaluate (excluding the table of contents and the Section 508 EIT Accessibility Standards Evaluation Spreadsheet that offerors must complete). Pages beyond the maximum limit will not be evaluated. In addition, the Volume II pages shall follow the following formats:

(1) All pages shall be one-sided and 21.59 cm by 27.94 cm in size (i.e., 8 x 11 inches). Offerors may substitute fold out pages up to 27.94 cm by 43.18 cm (i.e., 11 x 17 inches). Each fold out page will be counted as two (2) pages. Magazine formatting (two columns per page) is not permissible.

(2) Top/bottom and left/right margins shall be no less than 2.54 cm (i.e., 1 inch).

(3) Each page font shall be no smaller than 12-point with standard proportional fonts (e.g., COURIER) for all text material. Offerors' may use captions no smaller than 6-point fonts; however, captions shall be appropriately used.

(4) Graphics. Each graphic page font shall be no smaller than 6-point.

In order that your technical proposal may be evaluated strictly on the merit of the material submitted, NO CONTRACTUAL COST INFORMATION IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL. THE PROPOSAL SHALL NOT MERELY OFFER TO PERFORM WORK IN ACCORDANCE WITH THE SCOPE OF WORK, BUT SHALL OUTLINE THE ACTUAL WORK PROPOSED AS SPECIFICALLY AS PRACTICAL. The Statement of Work reflects the problems and objective of the program under consideration; therefore, repeating the scope of work without sufficient elaboration will not be acceptable.

(b) Format and Content of Volume II. At a minimum, the technical and past performance proposal volume shall consist of the following sections:

**i. Implementation and Operational (I/O) Plan.** The Offeror shall submit the synopsis of an I/O plan that describes how it intends to provide access via the Internet; compliance with mandatory requirements including the Section 508, section B 1194.22 and 1194.31 compliance (EIT Accessibility Standards Evaluation Spreadsheet must be completed); the types of databases to be provided; the search methods used to provide data, and how these meet the needs of the public records service as required in the statement of work; and the on-line Help feature of the proposed system that shall include screen facsimiles of the on-line Help features for at least 3 functions.

**ii. Training Plan.** The Offeror shall submit a Training Plan synopsis that describes its plan to provide training support services to satisfy the requirements of SOW section 6. The synopsis shall describe the management process and the credentials of the personnel to be assigned to facilitate and support the proposed training. The Offeror shall provide copies of any Quick Reference Guides, Instructor Guides and User's Manuals currently in use to assist in training and/or day-to-day operations.

**iii. Management Plan.** The Offeror shall provide a synopsis that describes its plan to perform/satisfy the requirements stated in the SOW and to demonstrate an understanding of the what controls would be instituted to ensure that required services are provided, how invoices would be processed to ensure that they reflect correct billings, how problems would be dealt with.

**iv. Physical/Computer Security Plan.** The Physical/Computer Security plan synopsis shall describe the Offeror's plan to address IRS security issues. The synopsis shall describe the controls of the proposed plan that would prevent unauthorized access to the database and the manner in which physical and computer security requirements will be met (in accordance with the minimum standards set forth in SOW Attachment E.1--PHYSICAL SECURITY REQUIREMENT and SOW Attachment E.2--COMPUTER SECURITY REQUIREMENT).

**v. Description of Proposed Highly Desirable System Features.** The Offeror shall provide descriptive information on any offered features that address/satisfy the Government's highly desired features set forth in the SOW.

**vi. Temporary Account Access.** Offerors shall provide eight (8) temporary account numbers and/or passwords. The IRS will access the vendor's product during the proposal evaluation phase to subjectively evaluate system ease of use and for validation purposes.

**vii. Relevant Experience and Past Performance.** The Offeror shall provide the information indicated in (1) through (7) below for each of its last five (5) agreements/contracts in chronological order by the beginning period-of-performance date for those that are completed or still in progress during the last three (3) years for the same or similar electronic locator/asset services as required in this solicitation.

These agreements/contracts may be between the Offeror and federal, state, or local governments, commercial or non-profit organizations, educational institutions, or other private or public entities.

If the Offeror has less than five (5) such agreements, then so state and include all those completed or still in progress during the three-year period. The representative identified for each client or customer shall be the person who can best address the issues identified in the questions in Exhibit B. Identify an alternate person for each who can also address the issues if the primary person is not available. If the primary person is no longer with the organization, identify both that person and phone number if known and that person's successor or other person who can address the issues. Provide the following information

in the technical proposal:

1. name and address of client or customer;
2. name, telephone numbers (both voice and fax if known) and e-mail address (if known) for a primary and alternate person as point-of-contact;
3. period of performance (mm/dd/yyyy - mm/dd/yyyy) and contract;
4. one (1) page description of supplies delivered and/or services performed and whether you provided the supplies/services to the client or customer as a prime contractor or subcontractor; of contract work scope and responsibilities; show how these efforts are similar to this proposed contract effort;
5. total fixed price or estimated price of the agreement/contract, both at date of inception and as a result of any supplemental agreements to the present;
6. discussion of any problems that arose in meeting the customers expectations and how they were resolved.
7. offerors shall forward a copy of Exhibit B to each of its proposed references, along with a stamped envelope which has been pre-addressed to the Contracting Officer. Offerors must give their references instructions to submit their response no later than the proposal due date.

*The Government reserves the right to contact some or all of the Offeror's references provided in the Offeror's proposal as examples of experience to discuss and verify the information provided in the Offeror's proposal. The information gathered from these contacts will be used in the evaluation of the Offeror's past performance/experience.*

### **COMPETITIVE RANGE**

Following the evaluation of the technical, business, and price proposals, a competitive range determination will be made. Only those offerors within the competitive range will be scheduled for an oral presentation and Operational Capabilities Demonstration (OCD). At the conclusion of each offeror's presentation and OCD, additional clarifications and discussions may occur .

### **ORAL PRESENTATION & OPERATIONAL CAPABILITIES DEMONSTRATION (OCD)**

An oral presentation and operational capability demonstration will be held with all Offerors determined to be in the competitive range. The Oral Presentation and OCD shall be specific and detailed as outlined below, relative to the evaluation criteria set forth in this solicitation. For the oral presentation, it is not desired that the Offeror restate its written proposal. The offeror's oral presentation shall be conducted before the Technical Evaluation Panel (TEP) and authorized

procurement personnel. The specific technical criteria that shall be addressed are:

a. Oral Presentation and/or Operational Capabilities Demonstration (OCD)

1. Oral Presentations - Offerors selected to make an oral presentation shall address the technical information below. The evaluation of this information is set forth in 52.212-2. Offerors shall fully and clearly delineate its proposed approach to ensure integration of all aspects of the work, including but not limited to interface with IRS, security arrangements, case processing, computer systems, database management and reports, capacity and effectiveness of data processing and communications.

NOTE: The physical presence and characteristics of the personnel conducting the presentation will not be evaluated - only the informational content and apparent knowledge of the individual(s). Professional assistance in preparing for the oral presentation is not necessary or warranted.

Notice of an offeror's scheduled oral presentation and OCD if required, (date, time and location) will be provided in writing, from the Contracting Officer, within sixty (60) business days after the closing date of the RFP.

2. Operational Capabilities Demonstration (OCD) - During the OCD, offerors shall answer questions and demonstrate specific functionalities at the Government's request. To support its technical proposal, the Offeror must provide an OCD of its current computer capabilities and security measures to ensure that the proposed products/services operate in accordance with the Government's specifications and the Offeror's proposal. The purpose of the OCD will be to validate the technical acceptability of proposed features of the electronic research services in accordance with the evaluation criteria set forth in FAR Clause 52.212-2. Offerors shall ensure that the following points are fully and clearly addressed in the presentation:

- Computer capabilities, equipment and operations, and security measures.

Offerors are advised that they should be prepared to perform the OCD for Government verification within seven (7) calendar days after receipt of written notice by the Contracting Officer. The OCD will be conducted at or near the TEP site. The exact site, will be provided when the Offeror is notified of the OCD. The OCD will be a test to validate the functionality and quality of the proposed products/services. Each OCD will last no more than two hours. The Government reserves the right to hold discussions with the Offeror(s) during and/or after the OCD to the extent necessary to obtain a complete understanding of the proposed products/features demonstrated.

Approximately ten (10) Government personnel will participate in the OCD.

b. Schedule for Presentations.

The scheduling of the Offeror's presentations will begin within **sixty (60)** business days after the closing date for receipt of proposals. The presentations will be scheduled as tightly as possible, but the duration of the entire presentation process will be dependent upon the number of offers within the competitive range and the geographic location of those firms.

To the extent possible, the IRS will attempt to coordinate and accommodate the scheduling needs of each offeror. Once notified of the scheduled date and time for their presentations, offerors shall complete their presentations on the scheduled date and time.

Requests from offerors to reschedule their presentations will not be entertained, and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process.

c. Form of Presentations.

Offerors shall make their oral presentations in person to the TEP. Submission of videotapes or other forms of media containing the presentation for evaluation, in lieu of the oral presentation, will not be authorized. Elaborate presentations are not desired.

d. Offeror's Presentation Team. There may be a maximum of five individuals on each offerors presentation team. The team may consist of the offerors in-house staff or from a critical subcontractor's in-house staff. Offeror's shall submit a written list of the names of the individuals, firms, and position titles of all team members at least 24 hours before the presentation.

e. Documentation. At the close of the presentation, the Offeror shall provide the TEP with a listing of the names, firms, and position titles of all presenters and two copies of any presentation materials, such as slides or view graphs, that have been used in the presentation.

f. Time Allowed for Presentations. Each Offeror will have a maximum of two (2) hours to conduct the oral presentation and OCD. Time for discussions with IRS Technical Evaluation Panel and authorized procurement personnel is not included in this time frame.

At the conclusion of the offeror's oral presentation and OCD, the TEP will present any clarification and/or discussion questions that may develop as a result of the evaluation of the technical proposal, the OCD and/or the oral presentation. If there are no questions, the TEP will inform the Offeror that their individual

presentation is concluded.

### **FINAL REVISED PROPOSAL**

After discussions, all offerors still within the competitive range will be requested to submit a Final Revised Proposal. Following the evaluation of the final revised proposal, the offeror or offerors whose proposals are most advantageous to the Government, considering price and other related factors, will be selected for contract award.

### **DISCUSSIONS AND CORRESPONDENCE**

All communications concerning the solicitation, including any of a technical nature, shall be made through the Contracting Officer. Correspondence, including written questions, should be directed to the address shown in Block 9 of the Standard Form 1449 and marked for the attention of the individual whose name appears in Block 7a of that form. All verbal communications should also be directed to that individual.

Questions concerning any technical aspect of the solicitation shall be in writing. Questions may be sent via fax to 202-283-1514 or to the Contract Specialist at: sandy.shin@irs.gov. In order to ensure a timely response, questions should be received by the Contracting Officer at least FIFTEEN (15) CALENDAR days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

### ***3. SINGLE OR MULTIPLE AWARDS (52.216-27)(OCT 1995)***

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

### ***4. SERVICE OF PROTEST (AUG 1996)***

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sandy Shin, OS:A:P:O:S  
Internal Revenue Service  
Constellation Building, 7th Floor  
6009 Oxon Hill Road  
Oxon Hill, MD 20745



(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**5. *EVALUATION -- COMMERCIAL ITEMS (52.212-2) (JAN 1999)***

(a) The Government will award a contract resulting from this solicitation to the responsible offeror or offerors whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) technical capability of the services offered to meet the Government requirement;
- (ii) relevant experience and past performance; and
- (iii) price.

Technical capability when combined with relevant experience and past performance is significantly more important than price. The price evaluation shall include a comparative evaluation of the individual CLIN prices as well as the total evaluated price from the pricing evaluation model.

(b) Options. The price evaluation shall be inclusive of the option prices. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**6. *ADDENDUM TO 52.212-2-- EVALUATION -- COMMERCIAL ITEMS***

As stated in 52.212-2, entitled *Evaluation --Commercial Item (52.212-2)(JAN 1999)*, the factors that shall be used to evaluate the offers are technical capability, relevant experience and past performance, and price with award being made to the offeror or offerors who provide the best overall value to the Government. This addendum serves to further define both the evaluation process and the evaluation factors and subfactors. The Government intends to evaluate the batch processing separately and independently from the online research package, which could potentially result in two separate contract awards--one contract for the online research package and one for the batch processing. In the event that the same offeror is found to be most

advantageous in all the evaluated areas, the Government will award a single contract for purposes of administrative efficiency.

### **I. The Evaluation Process**

The evaluation process will be structured as follows. The initial evaluation shall consist solely of a technical evaluation of the written proposal. The oral presentation will only be made by offerors within the competitive range. If during the technical evaluation an offeror's product and services fail to meet all mandatory requirements identified in the SOW, the Government will deem the offer to be outside the competitive range. The Government will be under no obligation to evaluate any remaining portions of that offeror's technical or price/business proposal.

Of those who are deemed to have met the mandatory requirements, the Government will proceed in a full evaluation of the technical proposal and the price/business proposal. Those offerors with the most highly rated proposals will be included in the competitive range for further discussions and oral presentations as described on page 110.

Upon completion of discussions and oral presentations, the offerors may be afforded an opportunity to revise their offers. The Government may incorporate various portions of the winning offeror's proposal into the resulting contract.

### **II. Evaluation Factors and Subfactors**

#### **FACTOR 1: TECHNICAL CAPABILITY (100 Points)**

This factor shall be evaluated to determine whether the offeror's technical approach demonstrates an understanding of the contemplated effort as set forth in the SOW. The major subfactors under technical capability are identified below. It should be noted that in the evaluation of the batch processing requirement, subfactors 2 and 3 are not applicable and that subfactor 4 will not be evaluated until after the competitive range has been determined.

#### **SUBFACTOR 1: DEMONSTRATED UNDERSTANDING THE SOW (36 Points)**

The offerors will be evaluated on their understanding of the requirement and their ability to provide an integrated and credible approach to meeting the requirements. This major subfactor will be primarily evaluated through the synopses of the implementation & operation plan, training, management, and security plans. At a minimum, each plan will be reviewed as follows, however, the Government reserves the right to review all aspects of these synopses as they pertain to this subfactor:

Implementation & Operation (I/O) Plan. The I/O plan will be evaluated to determine:

- a. Whether the offeror meets the mandatory requirements including Section 508

compliance; adequacy of proposed programmatic and business controls; and whether an efficient and credible process is established to identify and successfully resolve problems;

b. The degree to which the access platform as proposed by each offeror is compatible with the requirements of the IRS;

c. The degree to which the databases to be provided and the search methods used to provide data meet the needs of the public records service as set forth in the SOW.

*Training Plan.* The proposed Training Plan synopsis will be evaluated for:

a. Completeness, capability and capacity in addressing training support service requirements as described in the SOW;

b. Ability to manage the process and provide qualified personnel in supporting the proposed training;

c. Technical clarity and ease of understanding of any Quick Reference Guides, Instructor Guides and User's Manuals currently in use to assist in training and/or day-to-day operations.

*Management Plan.* The IRS will evaluate the proposed Management Plan synopsis to determine the adequacy of the offeror's organizational structure, policies, procedures, and techniques proposed to manage the work associated with this requirement. The offeror's discussion of both technical and business management will be evaluated for not only thoroughness and reasonableness, but also a demonstrated understanding of the unique circumstances of this contract.

*Security Plan.* The IRS will evaluate the offerors security plan to determine the degree of compliance with all physical and computer security requirements as set forth in the SOW.

***SUBFACTOR 2: HIGHLY DESIRABLE SYSTEM FEATURES (26 Points).***

This major subfactor evaluates the degree to which each offeror's proposal incorporates the highly desirable system features as set forth in the SOW.

***SUBFACTOR 3: EASE OF USE (14 Points).*** The Government will subjectively evaluate the overall ease of use of the Offeror's product via on-line access through the temporary accounts each offeror is required to provide.

***SUBFACTOR 4: ORAL PRESENTATION (14 Points).*** This subfactor is only applicable to those offerors within the competitive range. The Government will evaluate this component based on the ability of the offeror to present a fully

integrated and credible approach to fulfilling the requirements of the RFP, including but not limited to interfacing with the IRS, security arrangements, case processing, computer systems, database management and reports, capacity and effectiveness of data processing, and communications.

**SUBFACTOR 5: PERFORMANCE RISK (10 Points).** The Government will evaluate performance risk reflected in the offerors technical and business proposals. The evaluation of performance risk includes, but is not limited to business, schedule, resources, and expertise. The Government will evaluate the scope, soundness and completeness with which the offeror identifies, manages, and mitigates risk and also the Offeror's experience with similar risk areas and lessons learned that are relevant as they pertain to Asset Locator services.

## **FACTOR 2: RELEVANT EXPERIENCE AND PAST PERFORMANCE**

This evaluation factor will be used to evaluate how each offeror has performed on previous efforts that have been similar in scope, complexity, and contract type. This evaluation serves as a measure of the credibility of the offeror's proposal and relative capability to meet performance requirements.

Information obtained from the offeror will be used by the Government in conducting the past performance evaluation. Information obtained from other sources that may have useful information may also be used by the Government in conducting this evaluation. Of the five (5) references submitted by the Offeror, the Government will contact three (3).

This evaluation will concern an offeror's past performance based on prior experience as a supplier of electronic asset/locator service(s). It will not concern the prior experience of individual personnel in the offeror's organization or of any proposed subcontractors.

The offeror is responsible for ensuring that correct information is provided for each case, especially for each point-of-contact person.

In the event that an offeror has no relevant experience or past performance data to evaluate, the offeror will be rated neither favorably nor unfavorably. A neutral rating will be assigned.

## **FACTOR 3: PRICE**

The proposed price will be evaluated using price analysis in accordance with FAR 15.404-1(b). The price for the online research and the batch processing will be evaluated separately. However, an offeror may not propose on the batch processing unless it has also proposed on the online research package. The first PEM will be for the online

research. It will consist of the total combined price for the general package and the law enforcement package for the base and option years. The second PEM will consist of the total evaluated price for the batch processing will be the total combined price for the five representative tasks for the base and option years.

In addition to the evaluation of the two PEMs, the Government will also review the individual CLIN/Sub-CLIN prices to determine whether the unit prices are reasonable and balanced. The Government reserves the right to reject an offer that contains unbalanced pricing pursuant to FAR 15.404-1(h).

## **SECTION V--REPRESENTATIONS & CERTIFICATIONS**

### ***1. OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (52.212-3) (MAY 2004)***

(a) Definitions. As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on

Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.]

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \_\_\_ is, \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:



(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is

pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_ is, \_\_\_ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It \_\_\_ has, \_\_\_ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_ has, \_\_\_ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.  
COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end

product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

FTA Country or Israeli End Products:

LINE ITEM NO.  
COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.  
COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

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[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:

Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:  
Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product  
Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address \_\_\_ is, \_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

## ***2. REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS (MAY 2001)***

- (a) Submission of the representation referenced in paragraph (b) and (c) is a prerequisite imposed by 36 CFR 1194 for making or entering into this contract.
- (b) The offeror represents by fully completing the Electronic & Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section VI of this solicitation) that the products and services offered in response to this solicitation comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the spreadsheet.
- (c) The offeror further represents that all EIT products and services represented in the Electronic & Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section VI of this solicitation) that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.



<b>SECTION VI--SOLICITATION EXHIBITS</b>
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### **EXHIBIT A--SUBCONTRACTING PLAN OUTLINE**

**DEPARTMENT OF THE TREASURY SMALL, HUBZone SMALL, SMALL DISADVANTAGED,  
WOMEN-OWNED SMALL, VETERAN-OWNED SMALL BUSINESS, & SERVICE DISABLED  
VETERAN OWNED SMALL BUSINESS CONCERNS SUBCONTRACTING PLAN OUTLINE**

The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If assistance is needed to locate small business sources, contact the Director, Office of Small Business Programs (202) 622-0530 or the bureau Small Business Specialist, Jodie Paustian, (202) 283-1199. Please note that the Department of the Treasury has subcontracting goals of 41% for small business, 3% for HUBZone small business, 5% for small disadvantaged business, 5% for women-owned small business, and 3% for Service Disabled Veteran-Owned small business concerns for fiscal year 2004. For this procurement, the Department of the Treasury expects all proposed subcontracting plans to contain the following goals, at a minimum, for small business 41%, for HUBZone small business concerns 3%, for small disadvantaged business concerns 5%, for women-owned small business concerns 5%, and for Service Disabled Veteran-Owned small business concerns 3%. Although there is no statutory goal for Veteran-Owned small business (VOSB) concerns, a VOSB goal must be proposed in accordance with FAR 19.7 and should represent the offeror's effort to provide the maximum practicable subcontracting opportunities for VOSBs. These percentages shall be expressed as percentages of the total available subcontracting dollars.

**Identification Data:**

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date Prepared: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_  
 Item/Service: \_\_\_\_\_  
 Place of Performance: \_\_\_\_\_

**1. TYPE OF PLAN: (Check only one).**

\_\_\_\_\_ INDIVIDUAL PLAN: In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.

\_\_\_\_\_ MASTER PLAN: In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.

\_\_\_\_\_ COMMERCIAL PLAN: This type of plan is used when the contractor sells products and services customarily used for non-government purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, AND MUST SUBMIT AN ANNUAL SF 295 TO TREASURY WITH A BREAKOUT OF SUBCONTRACTING PRORATED FOR TREASURY (WITH A BUREAU BREAKDOWN, IF POSSIBLE).

**2. GOALS:**

*FAR 19.704(a)(1) requires separate dollar and percentage goals for using small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns are sub-sets of the small business goal).*

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

B. Estimated dollar value\* and percentage of planned subcontracting to small business concerns is:

(\*This figure includes the amount in C., D., E., F., and G. below.)

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

C. Estimated dollar value and percentage of planned subcontracting to HUBZone small business concerns is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

D. Estimated dollar value and percentage of planned subcontracting to small disadvantaged business concerns is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

E. Estimated dollar value and percentage of planned subcontracting to small women-owned business concerns is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

F. Estimated dollar value and percentage of planned subcontracting to veteran-owned small business concerns is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

G. Estimated dollar value and percentage of planned subcontracting to service disabled veteran-owned small business concerns is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

\*\*IF ANY CONTRACT HAS MORE THAN FOUR OPTIONS, PLEASE ATTACH ADDITIONAL SHEETS SHOWING DOLLAR AMOUNTS AND PERCENTAGES.

- H. Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, HUBZone, SDB, WOB, VOSB, SDVOSB, and LB), and the estimated dollar expenditure, are: (Check all that apply).

SUPPLY/ SERVICE	COMPANY NAME (IF KNOWN)	BUSINESS SIZE (SB, HUBZone, SDB, WOB, VOSB, SDVOSB, LB)	DOLLAR AMOUNT
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(Attach additional sheets if necessary.)

- I. Explain the methods used to develop the subcontracting goals for small, HUBZone small business, small disadvantaged, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, HUBZone small business, small disadvantaged, women-owned small, veteran-owned small business, and service disabled veteran-owned small businesses were determined, and how the capabilities of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned and service disabled veteran-owned small businesses were determined. Identify all source lists used in the determination process.

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- J. Indirect and overhead costs \_\_\_\_\_ HAVE BEEN \_\_\_\_\_ HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

- K. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned, and service disabled veteran-owned small business concerns.

[illegible]

### 3. PLAN ADMINISTRATOR:

FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

Name :

Title:

Address:

Telephone:

Fax:

E:mail Address:

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Position:

**Duties:** Does the individual named above perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company).

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned, and service disabled veteran-owned small business concerns.  
\_\_\_\_\_YES \_\_\_\_\_NO
- B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns from all possible sources.  
\_\_\_\_\_YES \_\_\_\_\_NO
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.  
\_\_\_\_\_YES \_\_\_\_\_NO
- D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.  
\_\_\_\_\_YES \_\_\_\_\_NO
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses.  
\_\_\_\_\_YES \_\_\_\_\_NO
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business participation.  
\_\_\_\_\_YES \_\_\_\_\_NO
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.  
\_\_\_\_\_YES \_\_\_\_\_NO
- H. Overseeing the establishment and maintenance of contract and subcontract award records.  
\_\_\_\_\_YES \_\_\_\_\_NO

- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, or service disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- M. Developing and maintaining an incentive program for buyers which support the subcontracting program.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- O. Preparing and submitting timely reports.  
 \_\_\_\_\_YES \_\_\_\_\_NO
- P. Coordinating the company's activities during compliance reviews by Federal agencies.  
 \_\_\_\_\_YES \_\_\_\_\_NO

#### 4. EQUITABLE OPPORTUNITY

*FAR 19.704(a)(8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)*

##### A. Outreach efforts to obtain sources:

- \_\_\_\_\_Contacting minority and small business trade associations  
 \_\_\_\_\_Contacting business development organizations  
 \_\_\_\_\_Attending small and minority business procurement conferences and trade fairs  
 \_\_\_\_\_Finding sources from the Small Business Administration's Procurement Network (ProNet)

##### B. Internal efforts to guide and encourage purchasing personnel:

- \_\_\_\_\_Presenting workshops, seminars and training programs  
 \_\_\_\_\_Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business source lists, guides and other data for soliciting subcontracts  
 \_\_\_\_\_Monitoring activities to evaluate compliance with the

## subcontracting plan

## C. Additional efforts: (Please describe.)

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5. CLAUSE INCLUSION AND FLOW DOWN

*FAR 19.704(a)(9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."*

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Standard Form (SF) 294 and SF 295 reports.

6. REPORTING AND COOPERATION

*FAR 19.704(a)(10) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295. The cognizant contracting officer of the Treasury bureau must receive the report(s) within 30 days after the close of each calendar period. That is:*

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Send Report To</u>
10/01--03/31	SF 294	04/30	bureau contracting officer
04/01--09/30	SF 294	10/30	bureau contracting officer
10/01--09/30	SF 295	10/30	bureau contracting officer

NOTE: A copy of the 295 report must also be sent to the Director, Office of Small Business Development, Department of the Treasury. The address is as follows:

Department of the Treasury  
Attn: Director, Office of Small  
Business Development  
1500 Pennsylvania Avenue, N.W.  
Mail Code 655 15<sup>th</sup>/6099  
Washington, DC 20220

7. RECORDKEEPING

*FAR 19.704(a)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements*

and goals in the subcontracting plan. (Check all that apply.) (If NO is checked, please indicate why these types of records are not maintained).

- A. Small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concern source lists, guides, and other data identifying such vendors.  
\_\_\_\_\_YES \_\_\_\_\_NO
- B. Organizations contacted for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business sources.  
\_\_\_\_\_YES \_\_\_\_\_NO
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether HUBZone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not; (6) whether service disabled veteran-owned small businesses were solicited, and if not, why not; and (7) reasons for the failure of solicited small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns to receive the subcontract award.  
\_\_\_\_\_YES \_\_\_\_\_NO
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs.  
\_\_\_\_\_YES \_\_\_\_\_NO
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.  
\_\_\_\_\_YES \_\_\_\_\_NO
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (HUBZone, SDB, WOB, VOSB, SDVOSB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans.)  
\_\_\_\_\_YES \_\_\_\_\_NO
- G. Other records to support your compliance with the subcontracting plan: (Please describe)

## 8. TIMELY PAYMENTS TO SUBCONTRACTORS

**FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran-owned small business concerns, and service disabled veteran-owned small business concerns.**

Your company has established and uses such procedures:

YES	NO
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9. DESCRIPTION OF GOOD FAITH EFFORT

*Maximum practicable utilization of small, HUBZone small, small disadvantaged women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.*

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10. SIGNATURES REQUIRED

This subcontracting plan was SUBMITTED by:

Signature:  
Typed Name:  
Title:  
Date:

This subcontracting plan was REVIEWED by:

Signature:  
Typed Name:  
Title: Contracting Officer  
Date:

This subcontracting plan was REVIEWED by:

Signature:  
Typed Name:  
Title: Small Business Specialist  
Date:

This subcontracting plan was REVIEWED by:

Signature:  
Typed Name:  
Title: Small Business Administration Representative  
Date:

This subcontracting plan was APPROVED by:

Signature:  
Typed Name:  
Title: Director, Office of Small Business Programs (or designee)  
Date:

This subcontracting plan was ACCEPTED by:



Signature:  
Typed Name:  
Title: Contracting Officer  
Date:

## **EXHIBIT B--RELEVANT EXPERIENCE AND PAST PERFORMANCE QUESTIONNAIRE**

Name of Evaluator: \_\_\_\_\_

Official Position: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_

Period of Performance: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Contract No. \_\_\_\_\_ Contract Type: \_\_\_\_\_

Contract Value: \$ \_\_\_\_\_

**List the most recent product(s) you have contracted for from the contractor, and the dates of these contracts used. Please include information about the platforms being used (i.e. WinXP, WinNT, UNIX, Internet, etc.).**

Please respond to Sections B and C using the following scale. Circle the appropriate response for each question.

*5=Excellent*

*4=Good*

*3=Satisfactory*

*2=Marginal*

*1=Unsatisfactory*

*NA=Not applicable*

### **Level of Service**

<b>Rate the contractor's overall implementation of the contract.</b>	5	4	3	2	1	NA
<b>Rate the overall quality and quantity of the training materials provided by the contractor.</b>	5	4	3	2	1	NA
<b>Rate the quality and quantity of the instructors and instructor support.</b>	5	4	3	2	1	NA
<b>Rate the overall level of support received during installation, implementation and start-up.</b>	5	4	3	2	1	NA
<b>Rate the overall quality of the contractor's on-going technical assistance.</b>	5	4	3	2	1	NA

**Rate the overall quality of the contractor's billing procedures, billing accuracy and resolution of billing discrepancies.**      5   4   3   2   1   NA

Please provide comments on any of the above "Level of Service" items. (Use additional sheets if necessary.)

**Satisfaction with the Product**

**Ease of use – how 'user friendly' is it?**      5   4   3   2   1   NA

**Search capabilities.**      5   4   3   2   1   NA

**Ease of navigation within the product.**      5   4   3   2   1   NA

**Timeliness of the data.**      5   4   3   2   1   NA

**Reliability of the data.**      5   4   3   2   1   NA

**On line Help.**      5   4   3   2   1   NA

**On-line response time.**      5   4   3   2   1   NA

**Batch response time.**      5   4   3   2   1   NA

**Audit trail.**      5   4   3   2   1   NA

Please provide comments on any of the above "Satisfaction" items. (Use additional sheets if necessary.)

**How much downtime is experienced on a weekly basis? Include scheduled and unscheduled downtime.**

**Would you do business with this contractor again for this product? Please explain.**

**EXHIBIT C--ELECTRONIC & INFORMATION TECHNOLOGY ACCESSIBILITY  
STANDARDS EVALUATION SPREADSHEET**

<b>1194.22 Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		
(e) Redundant text links shall be provided for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.		
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text		

that can be read by Assistive Technology.		
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

**Section 1194.31 Functional Performance Criteria - Detail**  
**Voluntary Product Accessibility Template**

<b>1194.41 Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		

(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

***EXHIBIT D--PRICING EVALUATION MODELS (PEM)*****PEM #1: ONLINE RESEARCH***General Package*

No. of Concurrent Users	Base Pd	Option I	Option 2	Option 3	Option 4
200	X	X			
225			X	X	X

*Law Enforcement Package*

No. of Concurrent Users	Base Pd	Option I	Option 2	Option 3	Option 4
100	X	X			
125			X	X	
150					X

**PEM #2: BATCH PROCESSING***Telephone Number Research (TNR)*

No. of Annual Requests	Base Pd	Option I	Option 2	Option 3	Option 4
3,000,000	X	X			
3,500,000			X	X	
4,000,000					X

*Address Research (ADR)*

No. of Annual Requests	Base Pd	Option I	Option 2	Option 3	Option 4
3,000,000	X	X			
3,500,000			X	X	X

*National Research Program (NRP)*

No. of Annual Requests	Base Pd	Option I	Option 2	Option 3	Option 4
25,000	X		X		X
100,000		X		X	

*Exam Case Building*

No. of Annual Requests	Base Pd	Option I	Option 2	Option 3	Option 4
125,000	X	X	X	X	X

*Marital Status Research)*

No. of Annual Requests	Base Pd	Option I	Option 2	Option 3	Option 4
75,000	X				
100,000		X	X	X	X